

cc'd: Oliver Orjiako  
Sonja Wisen

**Rebecca Messinger**

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**From:** Kathleen Otto  
**Sent:** Monday, June 21, 2021 3:56 PM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: Population Transfer continually erases history in Clark County



**Kathleen Otto**  
County Manager

564-397-2458



**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Monday, June 21, 2021 3:43 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** Population Transfer continually erases history in Clark County

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Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 21, 2021

## FOR THE PUBLIC RECORD

Dear Councilors,

Clark County Citizens United, Inc. must ask these questions. When did it become acceptable to characterize the American Dream as "sprawl", something evil to avoid? When did it become acceptable to neglect the charming character of neighborhoods and replace them with higher density apartments, cottages or mixed use developments? When did it become acceptable to discount the policies of elected officials, while disrespecting the democratic process and housing needs of families? When did it become acceptable to ignore the law? All of these things and much more are part of the Clark County Vacant Buildable Land Model process.

Planning in Clark County continually erases history and erases the characteristics of established neighborhoods, both urban and rural. All Clark County citizens should be warned. The types of

housing more suited for families is being slowly eliminated from Clark County's planning processes. If you don't care about family-oriented communities, if you're young and single with no children, or elderly, this might work. But these are the only folks that have the attention of County planners and will get their coveted housing. Because these residents have no children, they'll likely not approve bonds for schools, or other child oriented or community type taxation. These new citizens will likely be commuters into Portland willing to use a form of mass transit, all the while being forced to abandon the American Dream, assuming it was desired in the first place.

More than 100 families have been forced to move from Clark County to a different county because they cannot find affordable land or housing in the rural area. This is called population transfer.

### **Wikipedia; Population transfer**

*"Population Transfer or resettlement is the movement of a large group of people from one region to another, often a form of forced migration imposed by state policy or international authority and most frequently on the basis of ethnicity or religion but also due to economic development. Banishment or exile is a similar process but is forcibly applied to individuals and groups.*

*Often the affected population is transferred by force to a distant region, perhaps not suited to their way of life, causing them substantial harm. In addition, the process implies the loss of all immovable property and (when rushed) of substantial amounts of movable property. This transfer may be motivated by the more powerful party's desire to make other uses of the land in question or, less often, by disastrous environmental or economic conditions that require relocation.*

*The first known population transfers date back to Ancient Assyria in the 13<sup>th</sup> century BCE. The last major population transfer in Europe was the deportation of 800,000 ethnic Albanians, during the Kosovo war in 1990. The single largest population transfer in history was the flight and expulsion of Germans after World War II, which involved more than 12 million people. Moreover, some of the largest population transfers in Europe have been attributed to the ethnic policies of the Soviet Union under Joseph Stalin. The best-known recent example caused by economic development is that resulting from the construction of the Three Gorges Dam in China. Population transfer differs more than simply technically from individually motivated migration, but at times of war, the act of fleeing from danger or famine often blurs the differences. If a state can preserve the fiction that migrations are the result of innumerable "personal" decisions, the state may be able to claim that it is not to blame for the expulsions."*

This is Social Engineering and it's on full display throughout Clark County planning. This has never been a publicly stated goal and is not one of the fourteen Growth Management Act goals. In fact the GMA mandates a variety of affordable housing for all people and areas of the county, so where did this really come from?

Our families have seen their ranking in importance drop as their housing needs are being cleverly disadvantaged. Families continue to struggle with finding housing they prefer and need, at prices they can afford. Despite major flaws with Clark County planning, families continue to do what families have done for centuries, searching for what is best for them. People still want to attain the American Dream. Planners must give them the attention they need and deserve. It's the law.

Sincerely,

Susan Rasmussen, President

Clark County Citizens United, Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

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**From:** Kathleen Otto  
**Sent:** Tuesday, June 22, 2021 8:21 AM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: RCW 36.70A.215, 2016 Comprehensive Plan and verified data



**Kathleen Otto**  
County Manager

564-397-2458



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**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Tuesday, June 22, 2021 1:25 AM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** RCW 36.70A.215, 2016 Comprehensive Plan and verified data

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Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 21, 2021

FOR THE PUBLIC RECORD

Dear Councilors,

Clark County Citizens United, Inc. has just reviewed the testimony presented to the Council regarding the Vacant Buildable Lands Model Report, required in RCW 36.70A.215 under the Washington State Growth Management Act. As one can clearly see, it's all in the numbers, or lack thereof. Those numbers are controlled by GIS and Mr. Bob Pool.

Mr. McDonald's extensive story over this RCW is just that, story telling. He quotes the RCW, but then cherry picks portions of it, to suit his narrative. This is a flawed process, just as the staff's VBLM report is flawed. Staff, Mr. Pool and Mr. McDonald know that those numbers can be manipulated in any direction,

depending on the desired outcome. This has been Clark County's planning policy for over 25 years. But, new language in RCW 36.70A.215, and supporting law, now say it is not enough to just throw out numbers. It's not enough to just use zoning. The county must prove those numbers with on the ground research data. Clark County planners, to date, have not done that work.

To quote Mr. McDonald, he states, "*The purpose of the Buildable Land Program per 36.70A.215 (1) (a) (b) and (3) (a) is*" He goes on to write seventeen pages of narrative. So let's look at those passages with an open and proper eye.

## **RCW 36.70A.215**

### **Review and evaluation program. (Effective until January 1, 2030.)**

**(1)** Subject to the limitations in subsection (5) of this section, a county shall adopt, in consultation with its cities, countywide planning policies to establish a review and evaluation program. This program shall be in addition to the requirements of RCW **36.70A.110**, **36.70A.130**, and **36.70A.210**. In developing and implementing the review and evaluation program required by this section, the county and its cities shall consider information from other appropriate jurisdictions and sources. The purpose of the review and evaluation program shall be to:

We see here in the opening statement the law indicates a **county** shall adopt... It **does not** say a city shall adopt, which is what Clark County planning has presented to the Council. The text goes on to say, **in consultation** with its cities...

The term **in** is a preposition. "When using "in", you're typically talking about something contained in an object, or something that is inside. Usually it references something that is in a position with space limitations."

**Therefore, the consultation is limited to a particular position in the countywide planning policies, which applies to the whole county.**

**(a) Encompass land uses and activities both within and outside of urban growth areas and provide for annual collection of data on urban and rural land uses, development, zoning and development standards, environmental regulations including but not limited to critical areas, stormwater, shoreline, and tree retention requirements; and capital facilities to determine the quantity and type of land suitable for development, both for residential and employment-based activities;**

This passage is self-explanatory. It is a very long stretch to imagine it only applies to the city of Vancouver. It requires a county to collect the actual data **throughout** the county, showing all of these items. This must be done to find the **quantity** and type of **land suitable for development** **countywide**. Mr. McDonald failed to elaborate on this passage, even though he referenced it.

**(b) Provide for evaluation of the data collected under (a) of this subsection as provided in subsection (3) of this section. The evaluation shall be completed no later than three years prior to the deadline for review and, if necessary, update of comprehensive plans and development regulations as required by RCW 36.70A.130. For comprehensive plans required to be updated before 2024, the evaluation as provided in subsection (3) of this section shall be completed no later than two years prior to the deadline for review and, if necessary, update of comprehensive plans. The county and its cities may establish in the countywide planning policies indicators, benchmarks, and other similar criteria to use in conducting the evaluation**

**(3) At a minimum, the evaluation component of the program required by subsection (1) of this section shall:**

**(a) Determine whether there is sufficient suitable land to accommodate the countywide population projection established for the county pursuant to RCW 43.62.035 and the subsequent population allocations within the county and between the county and its cities and the requirements of RCW 36.70A.110. The zoned capacity of land alone is not a sufficient standard to deem land suitable for development or redevelopment within the twenty-year planning period**

*and.....conjunction*

along or together with; as well as; in addition to; besides; also;

added to; plus:

*noun*

an added condition, stipulation, detail, or particular

Clearly, this is a two part requirement, one for the county **and** one for the county and cities. The word Vancouver is not included in this passage. There are two directives in this passage, but Mr. McDonald failed to mention that. The two part requirement is a minimum mandate for the county to perform. Even though he elaborated, using seventeen pages of text in his testimony, he doesn't really say anything substantial that can't be found in the text of the one page **RCW 36.70A.215** GMA document

More alarming is how the Comprehensive Plan fails to meet the mandates of the Rural Element in the GMA.

## **RCW 36.70A.070**

### **Comprehensive plans—Mandatory elements.**

**(5) Rural element.** *Counties shall include a rural element including lands that are not designated for urban growth, agriculture, forest, or mineral resources. The following provisions shall apply to the rural element:*

**(a) Growth management act goals and local circumstances.** *Because circumstances vary from county to county, in establishing patterns of rural densities and uses, a county may consider local circumstances, but shall develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of this chapter.*

**(b) Rural development.** *The rural element shall permit rural development, forestry, and agriculture in rural areas. The rural element shall provide for a variety of rural densities, uses, essential public facilities, and rural governmental services needed to serve the permitted densities and uses. To achieve a variety of rural densities and uses, counties may provide for clustering, density transfer, design guidelines, conservation easements, and other innovative techniques that will accommodate appropriate rural economic advancement, densities, and uses that are not characterized by urban growth and that are consistent with rural character.*

***The 2015-2035 Clark County Comprehensive Growth Management Plan covers the planning period between 2015-2035 and was initially adopted in June 2016. The document is reviewed and updated annually.***

### **3 Rural and Natural Resource Element**

***This Chapter satisfies the GMA's mandatory Rural Element (RCW 36.70A.070 (5)) by:***

*§ designating rural lands "lands that are **not designated for urban growth**, agriculture, forest or mineral resources";*

*§ providing a projected 20-year population growth;*

*§ identifying rural government services;*

*§ **providing a variety of densities for residential, commercial and industrial land uses; and,***

*§ **addressing rural character of such lands, which can include critical areas as well as small-scale farm and forestry activities.***

*As defined by (WAC 365-195-210(19)), rural lands are those areas, which lie outside of urban growth areas*

*• to provide for the planned future expansion of urban uses*

### **3.0 Countywide Planning Policies 3.0.1**

**The county shall recognize existing development and provide lands, which allow rural development in areas, which are developed or committed to development of a rural character**

**3.1.3 Clark County's Rural Area is considered to be permanent...**

Under the GMA Mandatory Elements, Rural Element is number five.. Clark County claims Chapter 3 of the Comprehensive Plan satisfies the mandatory Rural Element. But, no where in the GMA Element does it mandate certain items noted in Clark County's Rural Element.

1. Clark County did not provide a twenty year population growth, even though they claim such, in each successive update. They used a 80/20 and later a 90/10 urban /rural split, but the population in the rural area has been dramatically falling, and even the former existing population is less. This indicates people are moving out. But that number should not change, as the homesites still exist and would be occupied again. What CCCU finds is that the county's calculations for rural include unincorporated areas with apartment housing. This is urban development.
2. Clark County did not address small scale farm and forestry activities with any meaningful zoning or zone changes to allow for growth. Large lot zoning continues to exist in all resource areas. This prevents new growth from occurring, and the rural area is almost out of lots.
3. The GMA does not say *"to provide for planned future expansion of urban uses"*.

Even though the county claims to recognize existing development, empty claims are all they have. They have not provided for more land to allow additional rural development. This puts a cap on rural growth. Clark County limits this development to *"developed or committed to development"*. This is status quo with no changes, as the next passage states the ***"rural area is considered permanent."***

Mr. McDonald has missed the mark. His testimony amounts to unsubstantiated threats of court actions, if the county does not meet his expectations. His comments are not based on outside research data, but rather local Friends of Clark County, staff documents and GIS numbers. All of which are not backed by credible documents confirming their authenticity.

As it regards Ms. Marshall's testimony, claiming a flawed public process over the BIA data, is also false. The BIA report was submitted both in writing and in person from the beginning of the VBLM Committee process, and there is ample testimony in the record to support that the information was an open process available to the public for review. CCCU is reminded of the behind scenes work of Friends of Clark County, at the Health Department, when the Growing Healthier and Aging Readiness Reports were created. The Plan was already written, long before the 2014 public participation document was adopted, signaling the beginning of the Comprehensive Plan 2016 update. She too has substantially missed the mark. Her threats to the councilors of court action, has no merit.

Mr. Trohimovich's, Futurewise, testimony is likewise just as flawed as Ms. Marshall's and Mr. McDonald's entries. All three have failed to mention an important passage of RCW 36.70A.215, which is (1) (b)



*(b) Identify reasonable measures, other than adjusting urban growth areas, that will be taken to comply with the requirements of this chapter. Reasonable measures are those actions necessary to reduce the differences between growth and development assumptions and targets contained in the countywide planning policies and the county and city comprehensive plans with **actual development patterns**. The reasonable measures process in subsection (3) of this section shall be used as part of the next comprehensive plan update to reconcile inconsistencies.*

Allowing more density in the rural and resource areas by using GMA recommended solutions such as clustering, would be “reasonable measures, other than adjusting urban growth areas.” Utilizing portions of the former Alternative 4, would also qualify. Clark County Citizens United, Inc. has submitted, along with the BIA, the only credible research data based on US Census Reports, Washington State Office of Financial Management calculations, the R.W. Thorpe Report and other verified data. The BIA has submitted actual on the ground statistics, which complies with the GMA mandate. Using that information, the Clark County Council must make meaningful changes to the Vacant Buildable Lands Report that verifies the text.

Sincerely,

Carol Levanen, Exec. Secretary

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Department of Commerce

REVIEW & EVALUATION PROGRAM

# BUILDABLE LANDS GUIDELINES

2018

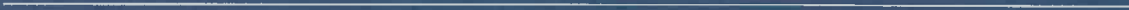
# APPENDICES

A. MARKET SUPPLY FACTOR EVALUATION

B. REASONABLE MEASURES

C. E2SSB 5254 REQUIREMENTS

D. E2SSB 5254 TRACKED CHANGES





## APPENDIX A: Market Supply Factor Evaluation Considerations

### Introduction

E2SSB-5254 introduced new considerations as part of market supply factor determination. There is no single way of determining an appropriate Market Supply Factor and, currently, there are varied approaches used by jurisdictions to determine which market supply factor is used. The flexibility for counties and their jurisdictions to determine a Market Supply Factor remains a cornerstone of the Review & Evaluation Program. This section on determining a Market Supply Factor in light of the 2017 additions is intended to provide context and a review of the additions and examples of how these can be assessed.

Over a 20-year planning period, not all land will be available for development or redevelopment, no matter how suitable. One key constraint on property availability is market availability, or whether or not land will transact for purpose of development or redevelopment. Owners of property that could be developed or redeveloped may have no interest in selling or developing over an extended period of time for any number of reasons. As Snohomish County, in its 2012 Buildable Lands Report, explains:

*“...not all developable land will be available for development over the GMA planning timeframe since not all landowners are willing to develop their property for a variety of reasons (investment, future expansion, personal use, participation in open space tax relief programs).”*

When there is documented unavailability of land over a long period, a Market Supply Factor reduction is allowed by Washington statute so that jurisdictions may avoid overestimation of

effective buildable land capacity reflecting uniquely local conditions.

### Statutory Context

The Market Supply Factor adjustment to Buildable Lands has two primary references in the Revised Code of Washington (RCW), as well as two in Washington Administrative Code (WAC) specifically guiding urban growth area (UGA) planning. These are:

1. **RCW 36.70A.215(3)(b)(ii)** “Use of a reasonable land market supply factor when evaluating land suitable to accommodate new development or redevelopment of land for residential development and employment activities. The reasonable market supply factor identifies reductions in the amount of land suitable for development and redevelopment.”
2. **RCW 36.70A.110(2)** “...An urban growth area determination may include a reasonable land market supply factor and shall permit a range of urban densities and uses. In determining this market factor, cities and counties may consider local circumstances. Cities and counties have discretion in their comprehensive plans to make many choices about accommodating growth.”
3. **WAC 365-196-310(2)(e)** “The urban growth area may not exceed the areas necessary to accommodate the growth management planning projections, plus a reasonable land market supply factor, or market factor. In determining this market factor, counties and cities may consider local circumstances. Cities and counties have discretion in their comprehensive plans to make many choices about accommodating growth.”

4. **WAC 365-196-310(4)(b)(ii)(F)** “The land capacity analysis may also include a reasonable land market supply factor, also referred to as the ‘market factor.’ The purpose of the market factor Market Supply Factor is to account for the estimated percentage of developable acres contained within an urban growth area that, due to fluctuating market forces, is likely to remain undeveloped over the course of the twenty-year planning period. The market factor recognizes that not all developable land will be put to its maximum use because of owner preference, cost, stability, quality, and location. If establishing a market factor, counties and cities should establish an explicit market factor for the purposes of establishing the amount of needed land capacity. Counties and cities may consider local circumstances in determining an appropriate market factor. Counties and cities may also use a number derived from general information if local study data is not available.”

In addition to authorization to utilize Market Supply Factor deductions to buildable land, it is important to emphasize what statute and the administrative code say about doing so:

1. **Market Supply Factors are appropriate and can be distinct for both new development and redevelopment.** Market Supply Factor is, in effect, a valid consideration for vacant, partially utilized or under-utilized land in UGAs as well as already-developed properties that are identified as appropriate for higher-intensity redevelopment.
2. **Distinct Market Supply Factors are appropriate for employment land and**

**activities.** Market Supply Factor reductions can and should also be made for commercial and industrial land, which typically have different, more income-oriented ownership intent than residential property ownership.

3. **Market Supply Factors can and should be distinct for different counties and cities.** Statute does not intend for there to be uniformity in Market Supply Factor determination by counties and cities statewide. Variation and distinct differences to reflect unique local conditions are expected and protected.
4. **Market Supply Factors can and should be distinct for Urban Growth Areas.** UGA Market Supply Factors should reflect fluctuating market forces that leave different parcels undeveloped for twenty years. More specifically, UGA Market Supply Factors should reflect owner preference, cost, stability, quality, and location as determinants of unavailability for development that may likely differ from parts of cities and counties that have long been developed.
5. **Urban growth area Market Supply Factors can be based on generally available information, including Market Supply Factor methodology from other cities and counties, instead of purely local data.** Jurisdictions may study local UGA Market Supply Factor determinants or study and potentially utilize UGA Market Supply Factor determination information and methodology from elsewhere in Washington.

## Market Supply Factor in Practice

Buildable Lands County	Explicit Supply Market Supply Factor		Residential Market Supply Factors				Industrial/Commercial Market Supply Factors			
			Unincorporated UGA		Cities (Range)		Unincorporated UGA		Cities (Range)	
	Owner Intent/ Not Available	Small Town Growth Margin	Vacant	Under-Utilized	Vacant	Under-Utilized (1/)	Vacant	Under-Utilized	Vacant	Under-Utilized (1/)
Clark	✓		10%	30%	0% - 10%	0%-30%	20%	50%	0% - 10%	0% - 10%
King	✓		10%-15%	25%-30%	0% - 50% (2/)	0%-50% (2/)	10% - 15%	25% - 30%	0% - 40%	0% - 40%
Kitsap	✓		5%	15%	5%	10%-90% (3/)	20%	25%	20%	50% - 80% (3/)
Pierce	✓		15%	40%	0% - 50%	0%-50%	20%	50%	0% - 50%	0% - 50%
Snohomish	✓		15%	30%	15%	30%	15%	30%	15%	30%
Thurston (4/)	✓	✓	10% - 37%	10% - 37%	20% - 37% (5/)	20%-37% (5/)	10% - 25%	10% - 25%	10% - 25%	10% - 25%
Whatcom	✓		15%	25%	15% - 70% (6/)	25%-70% (6/)	15%	25%	15%	25%
Averages/Ranges:			12%	28%	7% - 37%	9% - 55%	16%	33%	8% - 24%	17% - 38%

Note: Clark County and Pierce County also implement distinct market supply factors for unincorporated UGAs, vacant mixed-use land and under-utilized mixed-use land.

1/ King County jurisdictions report market supply factors for "redevelopable" that includes "under-utilized" land.

2/ 50% market supply factor, the highest among King County cities, is strictly for Normandy Park single-family zoned land.

3/ From Neighborhood, District, Regional Center, and Employment Center market supply factors for City of Bremerton.

4/ Thurston County does not utilize distinct market supply factors for underutilized land and applies market supply factors to unincorporated UGAs areas that are equivalent to market supply factors utilized by the adjacent city area.

5/ City market supply factors estimated as city and UGA capacity in excess of estimated demand.

6/ The 70% market supply factor was used in limited portions of two cities due to unique infrastructure challenges, property ownership not interested in converting, and floodplain issues.

Sources:

Clark County Buildable Lands Report, June 2015

King County Buildable Lands Report, Appendix B, 2014

Kitsap County Buildable Lands Report, Appendix A, 2014

Pierce County Buildable Lands Report, June 2014

Snohomish County Buildable Lands Report, June 2013

Thurston County Buildable Lands Report Population & Employment Land Supply Assumptions for Thurston County Appendix, Thurston Regional Planning Council, November 2012

Whatcom County Land Capacity Analysis, Detailed Methodology Appendix, 2015



In practice, Market Supply Factor adjustments can vary considerably between different counties and their cities. The Market Supply Factor chart above provides a summary of the various market supply factors implemented by Buildable Lands jurisdictions for vacant and under-utilized/redevelopable residential and employment (commercial/industrial) lands. Market Supply Factors are taken from the most recent Buildable Lands Report and/or appendices for each county.

Market Supply Factor adjustments for all but Thurston County jurisdictions are explicitly limited to market availability of lands during a 20-year planning period. Market Supply Factor adjustments to-date reflect owner intent or unwillingness to sell land for urbanization or redevelopment.

Market Supply Factor Jurisdictions most commonly use the following ranges of market supply factors:

- Unincorporated UGA Residential Land: 10% to 15% for vacant land, 25% to 30% for under-utilized land.
- Unincorporated UGA Employment Land: 10% to 20% for vacant land, 25% to 50% for under-utilized land.
- Cities Residential Land: 0% to 50% for vacant land, 0% to 50% for under-utilized land.
- Cities Employment Land: 0% to 20% for vacant land, 0% to 40% for under-utilized land.

#### Source of Past Market Supply Factors

Whether explicitly stated (as in the Snohomish County Buildable Lands Report and in the Thurston County Buildable Lands Report) or not, market supply factors to-date included a basis in formal surveys of property owners and their personal intent to sell land identified as suitable for development. To varying degrees,

local governments have additionally considered general local knowledge about real estate markets and other land supply considerations. The June 2013 Snohomish County Buildable Lands Report provides a detailed history of property owner surveys for market supply factor determination going back to 1992. Those surveys, as summarized in Snohomish County BLR document, were:

- **1992 Department of Commerce “Providing Adequate Urban Area Land Supply”:** The DOC publication cited research that focused on property owners in suburban/UGA areas and owner willingness to sell for suburban residential conversion. The report focused on an analysis of suburban King County properties and owner willingness to convert. The report concluded a 20%-25% market supply factor for suburban residential land was supportable by evidence. This report shaped market supply factor derivation for most buildable lands counties during first attempts at Market Supply Factor derivation.
- **1993 City of Marysville Property Owner Survey:** The City survey of its larger, suburban property owners found a roughly 28% unwillingness to sell, consistent with findings in the 1992 DOC publication.
- **2002 King County Jurisdictions Analysis:** Coordinated analysis between King County and its cities generally concluded a 20% average Market Supply Factor for residential land and a 13% average Market Supply Factor for commercial and industrial lands, all located in suburban settings.

- **2005 “Urban Land Availability Survey of Snohomish County Landowners”:** The formal survey conducted by a private research firm for Snohomish County found higher market unavailability of under-utilized residential properties (23%) county-wide than vacant residential properties (17%). It also distinguished between single-family residential property unavailability (24% overall) and multi-family, mixed-use, commercial and industrial lands (17%).

Examination of the various market supply factors assumed by the Buildable Lands counties and their cities indicates that most-recent buildable lands analysis utilizes market supply factors consistent with the evolution of past owner intent surveys. However, the following are also true about past and currently utilized Market Supply Factors:

- *Surveys have overwhelmingly focused on suburban and greenfield land use, largely for UGA area designation and planning.*
- *Surveys have greatly focused on suburban and UGA lands suitable for conversion from vacant or very low density residential land to single-family residential subdivisions and developments.*
- *Surveys of owner intent have greatly focused on subjective willingness of owners to sell or subdivide.*
- *Surveys and analysis have not provided greater description of specific motivations for not selling such as time, cost, nature of existing use, infrastructure availability, or other factors that may affect owner decision-making.*
- *Surveys are becoming dated, as the last, formal study was completed for Snohomish County in 2005, a key year of the home price “bubble” that preceded the Great Recession.*

With the passage of E2SSB 5254, as will be discussed in the next section, previous Market Supply Factor assumption methodology may need to be updated by different jurisdictions. As a result, historical market supply factor assumptions employed by jurisdictions may be found to be too high (or too low) for future buildable lands analysis. Jurisdictions should verify whether historical market supply factor assumptions have been updated before reviewing what other cities or counties have utilized for comparable analysis.

#### **Senate Bill (SB) 5254: Market Supply Factor Elaboration**

Passage of ESSSB-5254 in 2017 indicates a need to elaborate on Market Supply Factor determination by Buildable Lands jurisdictions, with amendment to RCW 36.70A. SB 5254 section 3(1)(d) specifically adding the following considerations for potential guidance on how jurisdictions derive Market Supply Factor deductions:

1. Infrastructure costs, including but not limited to transportation, water, sewer, stormwater, and the cost to provide new or upgraded infrastructure if required to serve development.
2. Cost of development.
3. Timelines to permit and develop land.
4. Market availability of land.
5. The nexus between proposed densities, economic conditions needed to achieve those densities, and the impact to



housing affordability for home ownership and rental housing.

6. Market demand when evaluating if land is suitable for development or redevelopment.

A discussion of each issue as it may or may not affect local government Market Supply Factor derivation is found below. Each issue is treated within the context of the still-valid definition of Market Supply Factor: a reduction in buildable land inventory due to land market supply factor(s).

In other words, each issue is discussed in the context of how they may contribute to land supply constraint on availability over a 20-year planning period. Guidance suggestions for how jurisdictions may “show their work” regarding each issue as it may affect their own Market Supply Factors derivation is also provided.

The potential market supply factor issues described below are suggestive of a range of factors that a local government or countywide group may decide to consider as it determines an appropriate market supply factor or factors for the Buildable Lands Report.

#### *Infrastructure Costs (New or Upgraded)*

Appropriate infrastructure of all types can be an important determinant of whether land will convert to urban intensity uses within a UGA, and whether land with existing improvements will redevelop to higher-intensity use. Without appropriate connection and capacity for transportation, water, and wastewater services in particular, development or redevelopment of land is extremely unlikely no matter the subjective preferences of the property owner to sell.

However, with infrastructure connection and capacity, property values are typically enhanced due to “uplift” from the newly-enabled ability to develop property at intensity now supported

by public infrastructure investment. With this value “uplift,” property owners are typically more likely to consider selling- making land available on the market - for conversion to urban uses on greenfield land or sell/redevelop existing improvements to higher intensity. Putting land up for sale for new development or redevelopment frequently happens when public infrastructure investment and construction is assured, even before actual construction happens.

Cost *and* timing of planned, key public infrastructure investments are therefore crucial in shaping market availability of land over a twenty-year planning period. Both can and usually are interrelated, with higher-cost infrastructure projects frequently in later years of a public capital facilities plan and not necessarily with guaranteed (assured) funding sources and precise construction timing.

Because certainty of timing and cost financing mechanism of infrastructure are key determinants of the timing of market supply of land for new development or redevelopment, Market Supply Factor should explicitly address the timing of assured infrastructure construction that “unlocks” raw land or facilitates redevelopment of existing uses.

- **Capital Facilities Plans** would be the basis of understanding any specific Market Supply Factor reductions.
- **Capital infrastructure project timing for any pertinent public service provider should be considered**, whether an independent wastewater district’s new pump station, new transit investment by a transit agency, or a crucial state highway improvement as examples.
- **A time proportion methodology should be considered to specifically account**

**for (delayed) timing of infrastructure investment that will bring land to market for development or redevelopment.** For example, if a key light rail investment is not assured with funding and timing until Year 10 of the planning period, land enabled to redevelop from this investment will likely not see market availability until the timing of the project approaches. So, for instance, a portion of Market Supply Factor for such lands may be 30% to reflect the expectation that property owners will not be willing to sell the value of their current improvements for redevelopment until Year 6 of the planning period, four years before project construction is assured.

- **Lack of sufficient water rights may also warrant Market Supply Factor consideration.** As Thurston County identifies in its 2012 Buildable Lands Report, jurisdictions will increasingly face water rights and water access sufficiency issues over future 20-year planning periods and the impact of that upon buildable land inventory should be considered. Cost and availability of water rights and capacity would be appropriately treated as an infrastructure cost and timing issue under E2SSB 5254.
- **Conduct updated property owner surveys. Focus on identifying those affected by crucial infrastructure projects would be appropriate in determining infrastructure timing and cost Market Supply Factor.** As expressed earlier in this section, past Market Supply Factor methodology has focused on surveys of rural/suburban property owners' subjective willingness

to sell/subdivide their property into single-family homes. Updated surveying of property owners, especially including owners of existing improvements within a city for likelihood of redevelopment with new infrastructure, would be entirely appropriate.

- **Short of formal surveying, advisory committee(s) input of key property ownership interests can be an appropriate method to understand market availability impacts of infrastructure cost and timing.**
- **Analysis of land sale patterns before and after past, key infrastructure investments would be appropriate for deriving infrastructure cost and timing effects on Market Supply Factor.** Rather than relying on subjectively "predictive" surveys of property owner intentions, review of property sales data from county Assessor records can help to identify when property owners have indeed sold land in anticipation of or after key infrastructure has been constructed.

- **Jurisdictions should recognize that impact fees have been shown to facilitate infrastructure development by providing certainty to infrastructure improvement and value to new residents of a resulting development. But impact fee incidence in slower-growth communities, and/or lower property-tax communities can have effects upon total construction costs and feasibility that can potentially affect owner willingness to sell.** The cost of impact fees, or the share of public infrastructure funding paid by private development, can have an impact upon feasibility of new construction and, therefore, the timing of when property owners are willing to put land on the market for (re)development. Impact fees are ultimately funded by the value “uplift” of land due to infrastructure investment making that land suitable for urban intensity (re)development.

#### *Cost of Development*

Over a 20-year planning period, extraordinary private development costs can delay development feasibility and ultimately the supply of developable land during the planning period. A few examples include:

- **Private/internal infrastructure and utilities.** Larger, planned unit development and planned community developments will have long, planned build-out periods as a function of size. 20-year planned buildout periods for large planned community developments have precedent. Portions of such developments that are least convenient or cost-efficient to serve with internal private roads and infrastructure system can frequently be delayed until later in the planned build-out awaiting growth in capital resources from earlier development build-out and sales. Such delay in availability for building due to such costs amounts to a delay in market availability of that land to homebuilders who purchase such parcels, construct homes, and then sell at market price.
- **Private share of public infrastructure cost such as impact fees and other private contributions.** See the previous *Infrastructure Costs (New or Upgraded)* section for a detailed treatment of public infrastructure cost impacts to land cost and availability for development.
- **Condominium Liability Costs.** To the extent that condominium construction liability burden limits condominium development from a cost perspective, a city may conclude that a portion of land zoned for higher density residential development that is also less suitable or not likely for rental apartment development may not convert for a long period of time. The Washington Condominium Act has had a well-documented constraining effect upon redevelopment of properties into

moderately-priced condominiums,<sup>12</sup> where moderate condominium prices tend to suggest lower-priced communities more sensitive to development cost or non-optimal development site for market-rate rental apartments.

- **Cost of land development “inefficiencies.”** Local land use regulations regarding permissible development standards of lands that might convert can have a constraining effect upon project cost and market availability. As an example, tree retention requirements, depending on how they are structured, can potentially reduce the market value of land to an owner by impacting the potential unit yield on a site. Regulations that require greater existing tree retention can potentially reduce more efficiently geometric layouts of different uses, thereby reducing development yield per acre and per site, potentially delaying property owner decision to make land available for development. Other examples of “inefficiencies” can be found in the 2012 Thurston County Buildable Lands Report, which identifies the following land inefficiencies that reduce developability of land that can reduce ultimate density and yield, affecting the value of land and the

decision to make it available for development during a planning period:

- *Minimum space requirements for existing home(s) on sub-dividable land that reduce developable area.*
- *Limiting proportions of land in mixed-use areas available for redevelopment.*
- *Minimum parcel size to be considered sub-dividable.*
- *Private restrictions/covenants that prevent further subdivision.*
- *General deductions for non-residential uses in residential districts.*
- *Truncation of potential subdivision dwellings and layout due to rounding of units to whole numbers per parcel.*

All of the examples of private development cost and their impact upon underlying land values, and thus impact upon when a property owner would make land available, would be appropriate for consideration as part of Market Supply Factor derivation. However, most such cost factors would have a more “case-by-case” basis for specific sites and developments. Use of development and property owner surveys, interviews, and advisory input to better understand and document the impact of such

<sup>1</sup> For analytical treatment of the issue, see “Incentivizing Condominium Development in Washington State: A Market and Legal Analysis”, David Leon, Washington Center for Real Estate Research, July 28, 2016 ([http://realestate.washington.edu/wp-content/uploads/2016/07/CondoReport\\_v7\\_FINAL.pdf](http://realestate.washington.edu/wp-content/uploads/2016/07/CondoReport_v7_FINAL.pdf))

<sup>2</sup> City of Seattle policy discussion as part of the Housing and Livability Agenda (HALA) can be found at Seattle HALA, Final Advisory Committee Recommendations to Mayor Edward B. Murray and the Seattle City Council (July 13, 2015) p. 35, recommendations H.3. ([http://murray.seattle.gov/wp-content/uploads/2015/07/HALA\\_Report\\_2015.pdf](http://murray.seattle.gov/wp-content/uploads/2015/07/HALA_Report_2015.pdf))

cost factors on market availability of (re)development land over the planning period would be appropriate.

#### *Timelines to Permit and Develop Land*

This issue is suggested by E2SSB 5254 as potentially requiring Market Supply Factor derivation guidance. However, upon review, for the most part, the issue was found not to have a direct influence on property owner decision to sell or (re)develop land during a 20-year planning period. The issue is, however, potentially significant for discussion of reasonable measures, determining what adjustments might need to be made by the planning agency.

The sole exception would likely be extended timelines for developing large master-planned communities. Over a twenty-year period, several economic cycles may occur that can either accelerate build-out pace or slow it. Therefore, even though a master-planned community development plan includes all portions of future build-out, market forces, financial markets, and both private and public infrastructure costs may deem portions of such a project to not feasibly be built within 20 years. Market Supply Factor deduction for build-out of such projects beyond 20 years would be appropriate.

#### *Market Availability of Land*

As past property owner survey research has found, property owner unwillingness to sell for subdivision and/or (re)development is an issue. But as review of those surveys in this document found, there is actually little specificity about why property owners would choose not to sell land during a 20-year planning period.

Beyond public infrastructure availability, cost, and private development cost reasons already discussed in this section, property owners can have widely varying economic and legal reasons

for not selling land for an extended period of time, whether in a rural, suburban, small city or large city setting. This section discusses common examples of long-term constraining factors on land sale and (re)development from the property owner perspective that may be pertinent for Market Supply Factor calculation in a city or county.

Each may be appropriate for potentially considering as part of Market Supply Factor deductions, especially for jurisdictions that are increasingly planning redevelopment capacity and seek to understand owner intent of properties with existing developments. In light of the fact that past Market Supply Factor-related studies focused almost exclusively on greenfield development in a suburban UGA setting, cities and counties may find the following issues appropriate to study via:

- Property owner surveys;
- Property Owner interviews;
- Advisory committee input;
- Real Estate – Residential and Commercial/Industrial expert (brokerages, appraisers, etc.) input; and/or
- Review of County Assessor data to identify property ownership patterns and sales activity.
- **Current owner paid too-high of a price for the property and is waiting for the market to “catch up” in order to make it economically feasible to develop (High Basis).** This constraint can happen for new suburban development, but the issue is far more common and constraining for urban properties deemed appropriate for redevelopment. An existing development can be purchased on

speculation that it can be redeveloped if a business cycle continues and rents or prices continue to climb. However, as the cycle changes and rents or prices do not continue to grow, the property sale price is overvalued and the owner must either sell at a discount or hold until prices or rents return and escalate higher. The holding period, until such time redevelopment is feasible, is typically mitigated by the cash flow received from the existing real estate use. Therefore, high basis “holding” of property can happen for long periods of time.

- **Inhibitive tax implications of sale.** For some property owners, the tax on capital gains from property sale can be inhibitive to making the property available for sale. If the property owner is not inclined to continue to invest in other commercial real estate holdings after the sale of a site, as is required to utilize tax deferment programs such as a 1031 Exchange, property owners will hold ownership over long periods of time. This is particularly true in an urban setting where a property with an existing improvement earns the property owner income/cash flow from the improvements in place.
- **Trust ownership restrictions.** To shield property ownership from taxes and legal risk, properties are frequently held “in trust” with such legal protections. But trust ownership places restrictions upon sale of such properties due to tax implications, as well as restricts how those properties can be used as collateral to finance (re)development. Trust ownerships of significant sizes and property portfolios may have interest and experience in the legal procedures,

risks, and costs to finance redevelopment on held properties. However, smaller trusts, such as family or individual trusts, may have no such inclination or financial wherewithal to take on the cost and risk or redevelopment. Accordingly, trust-owned properties may not see (re)development for long periods of time as the trust entity enjoys the income from the existing real estate use(s) on-site.

- **Subjective ownership preferences.** Property owners, including suburban properties with residential subdivision potential, can have purely subjective reasons for not selling property over a 20-year period or longer. Long-term enjoyment of a larger, rural parcel as a residential use or maintaining ownership for the property to be inherited are examples of such decisions to not sell for long periods of time. This type of reduction from land inventory for Market Supply Factor is the basis of previous surveys and studies already cited in this section.
- **The economic value of business operating on the property is high enough to inhibit property sale or redevelopment.** Although screening for redevelopment suitability of land in cities reflects ratios of building improvement value to land value, determination of redevelopment suitability never factors in the economic use within the improvements and likely overstates redevelopment capacity. While an existing structure might have depreciated value in terms of redevelopment potential, the property may not redevelop for long periods of time because the business inside the



structure is viable, profitable, and may depend upon that business location as irreplaceable for the urban market they serve.

- **Absentee Ownership.** As property-owning households relocate away from the property they hold, sometimes distantly, owners will retain the property to enjoy the income stream from the use on their property. With stable, dependable income as the priority for their ownership, redevelopment will frequently not be a consideration for long periods of time and the property can be off of the market for much or all of a land use planning period.
- **Foreign Ownership.** Foreign ownership of a property, particularly with an existing improvement that generates cash flow for the owner, is much like an Absentee Ownership but with the addition of foreign tax law and tax shelter implications. For these reasons, foreign-held properties may not redevelop over extended periods of time, particularly if the real estate or economic use in the existing improvement is significant.
- **Lease vs. Fee-Simple Ownership.** Whether by choice or by legal requirement, such as Tribal land ownership, lands can and do have lease-only restriction to the use of those properties. The main constraint being that the lease-hold is of finite duration, and so at end of the lease terms, the value of any improvements on the property reverts back to the

owner and the lessee vacates. This constrains certain types of development, particularly for-sale real estate uses. In high-value real estate markets in large cities, such constraints can be less of a factor given the value of the real estate improvements and income in question. But in suburban markets of lower real estate value, leasehold restrictions can affect land availability for certain types of uses over the long term.

#### *Nexus Between Proposed Densities, Economic Conditions, and Impact to Housing Affordability*

Although cited in E2SSB 5254 as an issue to study as it may affect Market Supply Factor guidance, this issue was determined to be more appropriate to consideration of Reasonable Measures for dealing with inconsistencies between planned capacity at varying densities and the extent to which such planned capacity may not be economically delivered. The issue is far less of a direct influence on property owner willingness to sell land for development or redevelopment.

#### *Market Demand for Suitable Land*

Like the previous issue of nexus regarding proposed densities, this issue was determined to be more appropriate to consideration of Reasonable Measures for dealing with inconsistencies between planned capacity at varying densities and the extent to which such planned capacity may not be economically delivered due to appropriate market demand. The issue is far less of a direct influence on property owner willingness and legal/financial decision-making to sell land for development or redevelopment.

Below are a series of hypothetical approaches to and calculations of market supply factor based on data that should be available as commonly collected information from a county assessor property database.

**Example #1: A calculation of Market Supply Factor assuming existing improvement value as a share of total property value represents unlikeliness to convert to a new use.**

For a set number of properties of a certain type, for instance location or zoning, assessment data for each property include improvement value, land value and total property value. In this example, fifty properties and their value data are calculated and for each, the percentage of total property value attributable to improvements is calculated. Higher existing property values as a share of total value will tend to indicate the property will be less likely to convert from the existing use and therefore the owner will likely not make the property available for sale, even though it is deemed buildable. Across all properties in the hypothetical example, the average percentage of property value attributable to improvements is 25% and the mode (most common) is 17%. 17% to 25% is then a candidate range for a market supply factor assumption for this set or type of land in the inventory.

**Market Supply Factor Analysis Example #1: Improvement Value to Total Value Comparison**

County Assessor Data Query	Property 1	Property 2	Property 3	Property 4	---	Property 50
Improvement Value	\$200,000	\$200,000	\$400,000	\$50,000		\$150,000
Land Value	<u>\$300,000</u>	<u>\$1,000,000</u>	<u>\$900,000</u>	<u>\$250,000</u>		<u>\$600,000</u>
Total Property Value	\$500,000	\$1,200,000	\$1,300,000	\$300,000		\$750,000
Improvement % of Value	40%	17%	31%	17%	---	20%
Average	25%					
Mode (Most Common)	17%					
Potential Market Supply Factors		25%				
		17%				

**Example #2: A calculation of Market Supply Factor assuming the percentage of total properties with no previous record of transaction is indicative of the future percentage of properties that will likely not sell and convert.** In the hypothetical example, among a population of 35 properties, six properties have no record of transaction of a specific period of time. This amounts to a non-availability rate of 17%. For the acreage of those properties in the hypothetical example, of 275 total acres of land, non-transacting properties represent 36 total acres for a rate of 13%. The candidate range of potential Market Supply Factors in this example ranges from 13% to 17% with an average of 15%.



**Market Supply Factor Analysis Example #2: Query of Properties Never Transacting**

County Assessor Data Query	Properties	Combined Acreage
Have No Record of Transaction	6	36
Total Candidate Properties	<u>35</u>	<u>275</u>
	17%	13%
<b>Average</b>	<b>15%</b>	

Potential Market Supply Factors:    17%  
     13%  
     15%

**Example #3: A calculation of Market Supply Factor by deriving a non-conversion rate by studying the population of properties that have converted over a defined period of time.** In the hypothetical example, among a population of sixty properties, forty of them converted in the last 10 years for a conversion rate of 67%. That translates into a non-conversion rate of 33% of properties in the set of interest. In terms of acreage, properties that converted comprise 400 hypothetical acres out of a total of 500 acres for a hypothetical conversion rate of 80%. That translates into a non-conversion rate of 20% based on acreage rather than property record counts. The resulting candidate range of Market Supply Factors for consideration would then be 27% to 33% with a midpoint of 20%.

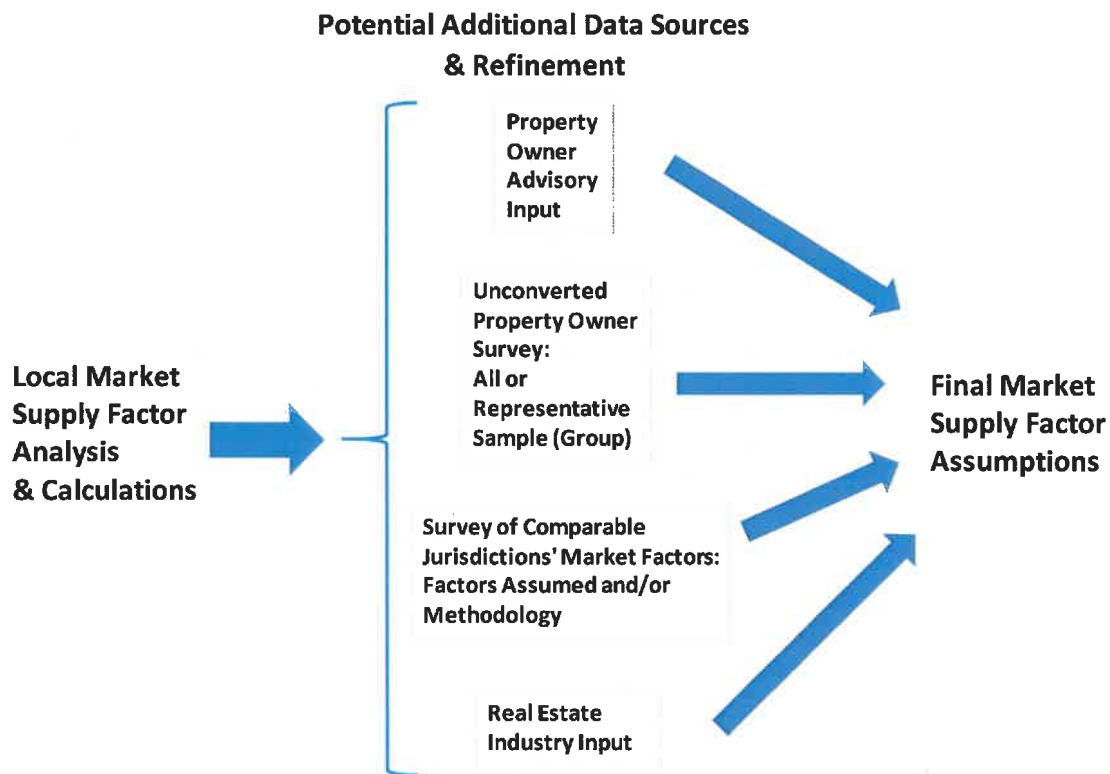
**Market Supply Factor Analysis Example #3: Query of Properties That Have Converted to New Use**

County Assessor Data Query	Properties	Combined Acreage
Converted in the Last 10 Years	40	400
Total Candidate Properties	<u>60</u>	<u>500</u>
Conversion Rate	67%	80%
 Non-Conversion Rate	 33%	 20%
<b>Average</b>	<b>27%</b>	

Potential Market Supply Factors:    33%  
     20%  
     27%

The three basic examples of how to potentially utilize property value assessment and transaction data obviously represent somewhat simplified examples of calculations with data available. But the examples do illustrate the relationships between different values components, transaction rates, and conversion rates that can in isolation or in combination be considered or weighted for supporting Market Supply Factor assumptions.

The following chart represents a suggested combination of sources of information along with example calculations, or other calculation methodologies, that will likely yield more robust Market Supply Factor assumptions. Other suggested sources of information that may prove useful alone or in combination include property owner input, property owner surveys, examination of other jurisdictions' Market Supply Factor methodologies and findings for comparable types of land, and input from real estate industry experts regarding market need and conversion likelihood over a longer planning period.



Other sources of information or considerations identified by a jurisdiction that support a “show your work” approach to Market Supply Factor can certainly also be of value.

cc'd: Oliver Orjiako  
Sonja Wiser

**Rebecca Messinger**

---

**From:** Kathleen Otto  
**Sent:** Thursday, June 24, 2021 7:18 AM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: 2015-16 VBLM dubious assumptions confirmed



**Kathleen Otto**  
County Manager

564-397-2458



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**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Thursday, June 24, 2021 2:12 AM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** Fw: 2015-16 VBLM dubious assumptions confirmed

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

June 23, 2021

FOR THE PUBLIC RECORD

Clark County Council  
P.O. box 5000  
Vancouver, Washington 98666

Dear Councilors,

Clark County Citizens United, Inc. is re-submitting testimony that was submitted in the public record for the 2016 Comprehensive Plan. This item may have been removed from the record by staff, so CCCU is submitting it into the record, again.

Sincerely,

Carol Levanen, Exec. Secretary

Clark County Citizens United, Inc.  
P.O. Box 2188

Battle Ground, Washington 98604

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Clark County Board of Councilors  
P.O. Box 5000  
Vancouver, Washington 98666

December 22, 2015  
For the Public Record

Dear Councilors,

**Under 36.70A.212 - the Department of Commerce Buildable Lands Program Guidelines - Page 17** states, *"The basic types of annual data are described below in four categories: (1). Urban and rural land uses and development (2) Critical areas (3).Capital facilities (4). Measures adopted to increase consistency. Page 18, (2) Critical areas - Baseline data, states, " Local governments should collect annual data on critical areas so they can incrementally update their land inventories with the most current information on critical areas that relates to the reduced development potential for the parcels on which they are located. Page 25, (2) states, "Critical areas and buffers to the extent that development is preceded as determined by local development in and around critical areas Page 30 , states, "All assumptions made during the data collection and evaluation periods need to be well documented."*

**Page 31, Next Step After Initial Evaluation,** states, *" If inconsistencies are found between what was envisioned and what actually occurred, the county and it's cities must adopt and implement measures that are reasonably likely to increase consistency...does the system being used provide reasonably accurate data and enough consistency to evaluate the results on a county wide basis. How have disputes among jurisdictions been resolved.? Would new technology be more effective in collecting or evaluating data?"*

**Page 45 - Appendix D - Buildable Lands statute - RCW 36.70A215, Review and evaluation program (b).** states..*" identify reasonable measures, other than adjusting urban growth areas, that will be taken to comply with the requirements of this chapter (a) Encompass land uses and activities both within and outside urban growth areas and provide for annual collection of data on urban and rural uses, development, critical areas...."*

**The Washington Research Council Special Report - 2007 Buildable Lands Process, Part I, January 15, 2008,** states, *"...once the raw data of buildable land is collected, a series of reductions is made to arrive at an estimation of the land that would truly be available for development. In **Conclusions** it states, "The migration patterns..are a testament to the inadequacy of the housing supply in the Puget Sound and Portland areas." Part II Figure 2 ...shows ...the total unit capacity for Clark County cities and their associated UGA's alongside their most recently adopted 2004 targets. The picture here is not promising, with the county as a whole showing a deficient in development capacity and Vancouver itself showing a major deficient.... To a large degree, Clark County is not in control if it's growth.... Thus the sufficiency of land capacity asserted in the Clark County Buildable Lands report is predicated on a couple of **dubious assumptions**. Clark County leaders have good reason to question the assertions of sufficiency in their current Buildable Lands report (of 2007).*

The preferred Alternative 4 with associated documents correct these "*dubious assumptions*" and attempt to show "*sufficiency of land capacity*" required under the GMA. In doing so, Clark County is on the right path to realistic planning. This will go a long way in correcting the "*inconsistencies*" while doing the right thing.

Sincerely,

Carol Levanen, Ex. Secretary

Clark County Citizens United, Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

Council  
celd: Comm Planning Staff

David T. McDonald  
Ridgefield, WA 98642  
david@mcdonaldpc.com

June 28, 2021

Clark County Councilors  
6<sup>th</sup> Floor  
Public Services Building  
1300 Franklin Street  
Vancouver, WA 98660

Att: Rebecca Messinger

RE: Vacant Buildable Lands Record

*For the Record and to serve as public comment for hearing June 29, 2021*

Sent via email only to Rebecca Messinger at [Rebecca.messinger@clark.wa.gov](mailto:Rebecca.messinger@clark.wa.gov)

Dear Councilors:

During this process three false narratives have developed that seem to be driving the decision making regarding how we structure the Vacant Buildable Lands Model: 1) Structuring the Model based upon a desire to favor Urban Low Single Family detached housing is necessary to create a diversity of housing and affordable housing; 2) the data is subject to interpretation and 3) all of these choices that the Council seems to think that are making must be made as "policy" decisions.

The first false narrative is being put forth by the Building and Development Industry representatives. This false narrative touted by the BIA is that we need to find additional land supply in order to create a diversity of housing and increase affordability. The first part of this claim has been shown over and over to be false, the current VBLM has consistently over the life of the model underestimated the amount of vacant buildable lands in this county based upon a review of the data. Therefore, the underlying premise by Mr. Golemo and others that we have capacity within our current UGAs "is just not what we are seeing on the ground" is not supported by the data the County has produced, and which has been verified by the Consultants, ECONorthwest, and the BIA has produced no trustworthy data to substantiate this claim.

The data supports that, in part, our capacity is increasing and data shows more demand for mixed use, multi-family dwellings, townhouses and duplexes (what is known as "medium housing"). However, the overwhelmingly predominant housing unit in Clark County's UGAs is Urban Low. The County has produced a draft Report dated March 10, 2021 entitled "Land-use Policies, Zoning and Regulations Audit"-Clark County Washington. This report provides even more data that completely contradicts any claim that following the BLPAC VBLM

assumptions would do anything but provide a greater diversity of housing and, thus, more affordable housing. Thus, debunking the BIA's position.

First, the Report points out that under our comprehensive plan:

The County's housing goals are built around a longstanding commitment to plan for new housing that does not exceed 75% of any single housing type, e.g. single-family detached dwellings, and while creating opportunities for 25% of new development to be diverse forms including middle housing and multifamily. *See* report at page 2.

Second, the report states:

Low-density residential zones predominate in the County, both in terms of acreage and housing units built. While development standards allow some modest variety in addition to single-family detached, the relatively low densities allowed in these zones limits both the number and variety of homes that can be developed. *Id.*

Third it found that "medium density zones" generally "support greater housing variety". *Id.*

However Clark County has a paltry amount of medium density zones compared to urban low. According to the Report:

Low-density zones: The R1-10, R-1-7.5 and R1-6 low-density zones apply to just over half of the VUGA's total acreage and are the overwhelmingly most commonly applied zones; they also account for nearly two-thirds of all existing housing units in the VUGA, as shown in Table 1. The lowest density R1-20 zone and highest density R1-5 zones are applied significantly less frequently. Each account for approximately 1,200 acres, however the R1-20 zoned land accommodates only 800 housing units in that land area while the R1-5 zoned land accommodates nearly 3,500 housing units. The low-density zones can be found throughout the VUGA, generally away from the I-5 corridor and in large, unbroken expanses; and

Medium-density zones: The R-18 zone is the most commonly applied medium-density zone, though it is applied to less than 1,000 acres total, which is less than the least commonly applied R1 zone. The R-12 and R-22 zones are also used, albeit for small areas of land. Pockets of medium-density zoning are found scattered

throughout the VUGA, often applied to smaller areas of 10-20 acres within low-density.

See Report at p 12.

The report further points out that currently urban low housing units make up 72% of housing units, urban medium comprise 14% and urban high comes in third at 9%. See Table p 13 PDR at 01863. Therefore, in order to achieve a diversity of housing units, the County *would have to take the opposite direction* than what is being proposed by The BIA and its development industry partners because the on the ground “ground truth” is that Clark County is already heavily weighted towards single family detached housing on larger Urban Low style lots.

On page 14 of the report, it states that the “primary purpose of the VBLM is to determine whether there is adequate capacity in residential land to meet the county’s projected 20-year population increase; the available land in VUGA meets these targets”. Report at 14 PDR; at 1864. (emphasis supplied). The chart shows that 84% of the available buildable lands are for urban low residential, 11% are Urban High and 5% Mixed Use which creates development opportunities:

In addition, the VBLM analysis for the VUGA shows that the available buildable lands are overwhelmingly designated urban low with only 11% a Buildable Lands designated urban high (combining urban medium and urban high designated parcels and 5% designated mixed use meaning the available urban low acres provide a significantly larger “sandbox” for future housing development. *Id*

The City of Vancouver’s data, submitted by the City amplifies definitive trends in available land based upon actual data showing on the ground development patterns. The Building and Development Industry claims those are “self-filling prophecy’s” which could lead to higher and more frequent higher densities. However, even if that were true, which is specious, Clark County’s Community Framework Plan anticipated the city Vancouver’s numbers:

the plan includes a strong goal for diversity in the mix of housing units, specifically identifying single-family meeting minimum density of eight units per acre in the VUGA, identifying multifamily meeting minimum density, accessory dwelling units (ADUs), duplexes, townhouses, manufactured home parks, and others (policy 2.7.1). This element incorporates many strategies to further support diversity of housing types including greater flexibility to develop duplexes, co-housing, and assisted living facilities in single-family zones, and zoning to allow more areas to support diverse housing types, including small lot single-family, multifamily, duplex is an accessory dwelling unit. Report at p 6.



Although it is true that the Housing Element of the County's Comprehensive Plan identifies the need for affordable housing options, it incorporates a range of policies to holistically support housing development from planning and monitoring the supply of housing units to development code provisions to financial strategies, in order to support the goal to: **"Provide for diversity in the type, density, location and affordability of housing throughout the county and its cities. Encourage and support equal access to housing for rental and homeowners and protect public health and safety."** (Goal 2.2.)(emphasis supplied). The Building and Development industry wrongly tout that their plan will promote affordable housing. In fact, the exact opposite is correct because their plan is geared towards single family detached housing units on Urban low large lots which, as discussed above is the vast majority of housing units in the County's UGAs.

As the report makes clear, in Clark County, **"the lack of housing choices increases affordability challenges"** faced by the County's population. Inadequate and unhealthy housing are most likely to affect low-income populations. Report at p 11(emphasis supplied). Affordable housing options are thus, not the urban low single family detached dwelling units that are favored by the BIA but rather the medium housing to high density. Needed housing types include small-lot single-family, multifamily, duplexes, ADUs, cottages, and co-housing for which there is a shortage but for which the on the ground data provided by, at least, the City of Vancouver shows a demand.

This is especially true with older adults in the County. According to the report, there is a mismatch between the overabundance of single-family detached homes (and land dedicated to those homes) and the needs, preferences and incomes of the County's older adults who desire housing with access to a full range of services and amenities, whether in mixed use developments or neighborhoods near commercial nodes. See Report at p 10.

According to the report:

There are many opportunities to permit and encourage greater variety of housing options, within complete neighborhoods, that would better serve the needs of the County's older population with overlapping benefits for the community including small and low-income households of all ages. **Desired opportunities include middle housing types such as ADUs, cottages and duplexes, as well as age-specific or innovative options such as co-housing, assisted living facilities, and shared housing.**

Report at p 10 (emphasis supplied).

Thus, the on the ground data supports the fact that we have greater capacity than the Building and Development Industry want to acknowledge and the Model assumptions in Version 2 (BLPAC model) would support a diversity of housing and promote more affordable options while the assumptions (which are not supported by any data) that the Building and Development Industry promote would result in less diversity in our housing unit stocks (i.e. greater



weight to single family detached dwellings in Urban Low zones) and less affordable options (mixed use, ADUs, multifamily, duplexes, townhouses etc.).

At least one Councilor has admitted that the data presented by the project team (staff and consultants) and mostly adopted by the BLPAC is correct but open to different interpretations. Under this Councilor's theory whether  $2+2=4$  would be open to interpretation. The data is the data and accurately reflects what is happening on the ground and that is what is required to be used in the VBLM. Once the data is applied, and the capacity is shown to be, or not be, available, then and only then, the Council has to first look as to why there are any inconsistencies and then take all necessary reasonable measures to correct those inconsistencies other than expanding the boundaries. *See* WAC 365-196-315(6).

Finally, as to policy decisions, the Council seems to believe that certain decisions regarding the assumptions are policy decisions. This is also a false narrative. According to the Department of Commerce, the assumptions in the model need to be based upon Key Development Data which is defined as:

Data collected by jurisdictions allow for an assessment of growth and development trends. Data may include, but are not limited to, building permits, certificates or changes of occupancy, subdivision plats, zone changes, urban growth boundary amendments, numbers of dwelling units, and critical areas and buffers.

Using that Key Development Data, the County must determine the amount of vacant land available for development within current UGAs based upon how each requirement is assessed and the outcome of each assessment and the data to support those conclusions. Under the WAC, this County must "(A) Make a determination as to consistency or inconsistency between what was envisioned in adopted county-wide planning policies, comprehensive plans and development regulations and actual development that has occurred". *See* WAC 365-196-315(3)(d)(ii)(A).

As set forth above, our County planning policies envisioned fewer units of single family detached homes on larger Urban Low lots and more "medium housing", Urban High and Mixed-Use units. To the extent that our current on the ground development is inconsistent it is that we have fallen short of providing a diversity of housing in addition to single family detached housing on large lots. However, the data on the ground certainly supports a finding that we are more consistent than inconsistent with the original vision, but still have a way to go in promoting more of the affordable and diverse housing options.

Thus in our attempts to meet the original planning goals and policies, our model has consistently underestimated our UGA capacity and the BLPAC model. Yet, the Building and Development Industry and the Council oppose even including the assumptions supported by on

the ground data, especially the City's requests listed in #s 15 and 17 or at least in #s 14 and 16 of the Council's form<sup>1</sup>. See Presentation of ECONorthwest, June 15, 2021 hearing at 1:09.

In addition, staff, the project team and Bob Pool (who has run the model since inception) have consistently stated that the Market Factor to be used in the model is 10% for Vacant Land and 30% for underutilized. There is no other data to contradict this data. To be sure, the Building and Development Industry, with all of their resources and sources, has failed to produce anything more than what they "think" or "feel".

The infrastructure deductions presented by AHBL at BLPAC were a maximum of 31.5% for roads, utilities, stormwater and were calculate after deductions for critical lands, roads and utilities. AHBL analyzed a massive amount of county wide data and that data has been presented to the Council. No other data exists to controvert this data except the report by the BIA from several years ago that AHBL vetted and found was lacking in support. The Council has been provided with AHBL's data that shows all of the projects, the infrastructure set asides and the actual on the ground percentages and, at most, that data supports 31.5%. See Presentation by ECONorthwest, June 15, 2021 hearing at 1:11:00-1:13:00. It should also be noted that the DEAB study, from which the 34% came, was evaluated by AHBL.

Of note, AHBL based its 31.5% on the high end to take into account the upcoming amendments to the stormwater manual (for example removing stormwater from critical areas) AND it is based upon "developable land" (i.e. with all critical lands and open space removed, which also addresses the Ridgefield open space issue as raised by the Building and Development Industry comments). See January 6, 2021 meeting audio at 2:18:00-2:21:00. Under this determination, first the proposed model (supporting the 28-31.5%) would deduct critical lands and open space and then look at the "developable land" and deduct 35-40% for critical lands, wetlands and open space and then calculate the infrastructure set aside without the critical. 35-40 percent for critical lands would be deduct first and then 29-32% would be deducted for roads, storm and utilities. The 29-32% is "because the previous numbers do not account for stormwater not being allowed in critical areas anymore and therefore, we had to account for the removing stormwater from critical areas". See Audio of January 6, 2021 BLPAC meeting at 2:22:00-2:24:00.

The above are not "policy" decisions but are in fact findings of fact (ground truth) that are required by the WACs. See WAC 365-196-315(5). The Council has to make these decisions upon facts not policy. The Council has to follow the Comprehensive Plan and the data.

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<sup>1</sup> Assumption #15 is a 9% residential redevelopment rate on build Vancouver City Center Commercial land and a 2% rate on build commercial land outside in Vancouver outside the City Center. The alternative presented in #14, which had a 10-2 recommendation in the BLPAC, was is a 5% residential redevelopment rate on build Vancouver City Center Commercial land and a 1% rate on build commercial land outside in Vancouver outside the City Center. #17 was the City's request for assuming a mixed use split for residential development on commercial land in the City of Vancouver of 40%. The alternative was assuming a mixed use split for residential development on commercial land in the Vancouver City Center of 30% and 15% for the rest of Vancouver commercial land outside of the City Center which was a 9-3 in favor.

Clark County Councilors  
Page 7 of 7  
June 28, 2021

This is not a question of “what do you want it to be”. Rather it is a fact of “what is it now”. The law specifically provides that the Council cannot, and should not, simply decide that they want more land and more single-family residential development while ignoring the true capacities based upon the data. The Council should, at a minimum, adopt the BLPAC model with all of the City of Vancouver recommendations and then, once the model is run, determine if there are inconsistencies and, if so, what reasonable measures should be applied.

Sincerely,  
  
David T. McDonald

ATTACHMENT #1 TO DTM COMMENT LETTER ON  
VBLM DATED JUNE 28th to Council

MARCH 10, 2021

LAND USE POLICIES, ZONING &  
REGULATIONS AUDIT  
CLARK COUNTY, WA



The opportunities and barriers highlighted here are intended to identify potential future updates to plans, policies, maps and regulations to better support needed housing development in the County, as part of future update work with this project.

### Key Takeaways:

- Long-range plans, notably including the Comprehensive Plan, provide a strong foundation for expanding the variety of housing options permitted through the development code regulations and supporting tools. The County's housing goals are built around a longstanding commitment to plan for new housing that does not exceed 75% of any single housing type, e.g. single-family detached dwellings, and while creating opportunities for 25% of new development to be diverse forms including middle housing and multifamily.
- Low-density residential zones predominate in the County, both in terms of acreage and housing units built. While development standards allow some modest variety in addition to single-family detached, the relatively low densities allowed in these zones limits both the number and variety of homes that can be developed. There are significant opportunities to meaningfully expand small-lot single-family detached and middle housing options for both infill and new development by shifting the focus to the form and scale of housing and away from density, in ways that balance compatibility with existing development patterns. Increasing options in these areas could also alleviate some development pressure in areas zoned for medium-density.
- In the medium density zones, the uses, densities and development standards generally support greater housing variety, which often takes the form of townhouse developments. However, the relatively limited supply of land zoned for medium density in turns limits the variety of housing options, particularly when there is competing pressure to develop small-lot single-family detached projects on the same sites as permitted by development regulations and relatively low minimum densities.
- There is opportunity to significantly expand middle housing development options in low and medium-density zones if the regulatory focus moved away from maximum density and towards form-based standards to maintain compatible neighborhood scales. Recent County code updates have refined standards for accessory dwelling units (ADUs) and cottage housing, and townhouse development has been strong. Refinements to those standards and expanding opportunities for duplexes, triplexes, and quadplexes could help increase the variety of housing opportunities.
- The high-density residential zones (R-30 and R-43) may be compromised in their ability to deliver higher density, multifamily development. On the one end, the minimum densities in those zones are set fairly low relative to the maximum density—in the R-43 zone, the minimum density is only 47% of the allowed density—which may allow underproduction and development of alternative middle housing types such as townhouses in lieu of apartments. On the upper end, the cumulative site demands for

# MAP REVIEW

## Zoning Map

There are 15 residential zoning districts implementing the Comprehensive Plan designations within the unincorporated VUGA, ranging from low to high density and incorporating a mix of residential and office residential zones. Two-thirds of the overall land area within the VUGA is zoned for residential use, and within that, low-density zoning districts make up the overwhelming majority. Generally the observed ratio of housing units to acres, a rough measure of gross density, increases with the allowed density in each zone, as shown in Table 1.

Low-density zones: The R1-10, R-1-7.5 and R1-6 low-density zones apply to just over half of the VUGA's total acreage and are the overwhelmingly most commonly applied zones; they also account for nearly two-thirds of all existing housing units in the VUGA, as shown in Table 1.

The lowest density R1-20 zone and highest density R1-5 zones are applied significantly less frequently. Each account for approximately 1,200 acres, however the R1-20 zoned land accommodates only 800 housing units in that land area while the R1-5 zoned land accommodates nearly 3,500 housing units. The low-density zones can be found throughout the VUGA, generally away from the I-5 corridor and in large, unbroken expanses.

Medium-density zones: The R-18 zone is the most commonly applied medium-density zone, though it is applied to less than 1,000 acres total, which is less than the least commonly applied R1 zone. The R-12 and R-22 zones are also used, albeit for small areas of land. Pockets of medium-density zoning are found scattered throughout the VUGA, often applied to smaller areas of 10-20 acres within low-density areas and/or adjacent commercial areas.

### Zoning Districts, Explained

Low density: R1-20, R1-10, R1-7.5, R1-6, R1-5

Medium density: R-12, R-18, R-22

High density: R-30, R-43

The low-density R1 zones are named for the typical minimum lot size, meaning that the R1-10 zone requires a 10,000-square foot minimum lot size, whereas the medium- and high-density R zones are generally named for the allowed density such that the R-30 zone allows 30 units per acre.

Other	Other	11,328	34%	2,020	3%	0.18
TOTAL		33,578	100%	61,079	100%	1.82

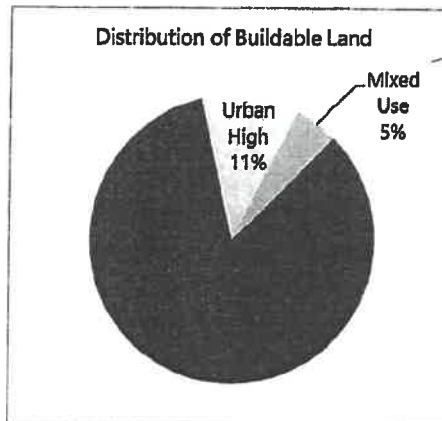
Note: The "Other" comprehensive plan designation includes all comprehensive plan designations within the Study Area that are not UL, UM or UH.

Source: Clark County Assessor, 2020. Data pulled February 18, 2021.

Overlay zones: The Highway 99 Overlay District, consisting of xx subdistricts, is a significant factor.

There is also the Mill Creek overlay.

Vacant land: In addition to understanding the overall distribution of zoning districts, the County's Vacant Buildable Lands Model (VBLM) provides information about land that has development capacity—and therefore would be most affected by any changes to plans and regulations. The primary purpose of the VBLM is to demonstrate that determine whether there is adequate capacity of residential land to meet the County's projected 20-year population increase; the available land in the VUGA meets these targets. In addition, the VBLM analysis for the VUGA shows that the available buildable lands are overwhelmingly designated Urban Low (UL designations) with only 11% of buildable land designated Urban High (combining UM and UH-designated parcels) and 5% designated Mixed Use, meaning that the available Urban Low acres provide a significantly larger "sandbox" for future housing development. Expanding housing opportunities in the R1 zones that implement the UL designations, thus, could have a much greater impact on development outcomes compared to changes to medium- and high-density zones.



Commented [IA3]:

Source: Clark County VBLM, 2018 Annual Model Run  
Gross to Net GIS Acres Report for Vancouver UGA

## Highlights:

**High-density zones:** The high-density R-30 and R-43 zones together are applied to only 600 acres of land across the VUGA, or less than 2% of the area. These zones have generally been applied to tracts along the I-5 corridor, serving as a buffer between commercial zones immediately adjacent to I-5 and low-density residential areas further from the freeway. Smaller areas of high-density zoning are found along other major commercial and industrial corridors, such as NE 78<sup>th</sup> Street.

**Office residential zones:** The various OR zones implement both Urban Medium and High designations as an alternative to the R zones, however, they are infrequently applied and where applied, have seen little to no residential construction as shown in Table 1. The OR zones have been applied to a handful of discrete locations, primarily in the Mount Vista area near WSU Vancouver.

**Table 1: Residential Zoning Designations by Acres and Housing Units**

Comprehensive Plan Designation	Zoning Designation	Acres	% of Acres	Housing Units	% of Housing Units	Ratio of Housing Units to Acres
Urban Low (UL)	R1-20	1,223	4%	809	1%	0.66
	R1-10	4,253	13%	6,977	11%	1.64
	R1-7.5	5,852	17%	13,656	22%	2.33
	R1-6	7,239	22%	19,691	32%	2.72
	R1-5	1,283	4%	3,479	6%	2.71
Urban Medium (UM)	R-12	419	1%	1,269	2%	3.03
	R-18	956	3%	5,627	9%	5.89
	R-22	273	1%	1,980	3%	7.24
	OR-15	1	0%	1	0%	0.81
	OR-18	4	0%	0	0%	0.00
	OR-22	84	0%	15	0%	0.18
Urban High (UH)	R-30	379	1%	2,977	5%	7.86
	R-43	225	1%	2,312	4%	10.29
	OR-30	57	0%	266	0%	4.68
	OR-43	2	0%	0	0%	0.00



Depending on the scale of future changes to the development code, the descriptions of the housing types and density ranges for these designations could use revisions for consistency. In particular, the Urban Low Density Residential designation notes that duplexes and townhouses may be allowed through infill provisions or a Planned Unit Development (PUD); the range of housing types, paths to approval, and overall density range may currently limit middle housing options. Additionally, there could be review of whether additional density in the Urban High designation would support certain types of multifamily projects.

Residential goals to encourage compact urban development and reduce sprawl generally support infill development and a variety of residential uses consistent with expanding housing options. (Plan Policies 1.3 and 1.4.) Specific strategies for the VUGA include revising parking standards to support redevelopment and developing affordable housing standards.

Residential options are also provided for through the Mixed Use designation, but not in the Commercial designations.

There are two overlays established within the VUGA: the Mill Creek Overlay and the Highway 99 Overlay, discussed in analysis of the Highway 99 Sub-Area Plan.

#### Housing Element

The Housing Element identifies the need for availability and affordability of housing options for all economic segments of the Clark County population. The Plan incorporates a range of policies to holistically support housing development from planning and monitoring the supply of housing units to development code provisions to financial strategies, in order to support the goal to: "Provide for diversity in the type, density, location and affordability of housing throughout the county and its cities. Encourage and support equal access to housing for rental and homeowners and protect public health and safety." (Goal 2.2.)

The Plan includes a strong goal for diversity in the mix of housing types, specifically identifying single-family meeting minimum density of 8 units per acre in the VUGA, multifamily meeting minimum density, accessory dwelling units (ADUs), duplexes, townhouses, manufactured home parks, and others. (Policy 2.7.1.) This Element incorporates many strategies that further support diversity of housing types, including greater flexibility to develop duplexes, cohousing, and assisted living facilities in single-family zones, and zoning to allow more areas to support diverse housing types, including small-lot single-family, multifamily, duplexes and accessory dwelling units.

Commented [JA2]: This single family minimum of 8 is in the comp plan and has been in it since at least 2004 but it's seems to be in conflict with the countywide planning policies of 4, 6, and 8 density that include both single family and multi-family. It seems to be in error or just poorly written, but we haven't addressed it. Just raising a flag here.

## Aging Readiness Plan

The Aging Readiness Task Force developed a plan that identifies strategies focusing on healthy communities, housing, transportation and mobility, supportive services and community engagement. The Aging Readiness Plan assesses the county's readiness to serve as a home for a growing number of older residents. The plan includes strategies to improve the community's capacity to support its growing older population and ultimately benefit all ages, including a strong focus on variety of housing options in a variety of neighborhoods. The Commission on Aging has since carried these issues forward, including their 2016 focus on housing issues. The original plan and 2016 focus identified:

- There is a mismatch between the overabundance of single-family detached homes and the needs, preferences and incomes of the County's older adults.
- In addition to a variety of housing types, the need to enhance accessibility in all homes using a universal design approach to support aging-in-place and aging-in-community.
- Desire for housing with access to a full range of services and amenities, whether in mixed use developments or neighborhoods near commercial nodes.

### Key Findings:

- There are many opportunities to permit and encourage greater variety of housing options, within complete neighborhoods, that would better serve the needs of the County's older population with overlapping benefits for the community including small and low-income households of all ages.
- Desired opportunities include middle housing types such as ADUs, cottages and duplexes, as well as age-specific or innovative options such as co-housing, assisted living facilities, and shared housing.

cc'd: Oliver Orijiako  
Sonja Wisser  
Jose Alvarez

**Rebecca Messinger**

---

**From:** Kathleen Otto  
**Sent:** Monday, June 28, 2021 7:39 AM  
**To:** Rebecca Messinger; Tina Redline  
**Subject:** FW: Good intentions for the VBLM process, rejected by staff and ECONorthwest



**Kathleen Otto**  
County Manager

564-397-2458



---

**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Saturday, June 26, 2021 11:25 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** Good intentions for the VBLM process, rejected by staff and ECONorthwest

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 26, 2021

FOR THE PUBLIC RECORD

Dear Councilors,

Clark County Citizens United Inc. believes the good intentions of the process, regarding the work of the Buildable Lands committee, have been derailed. The planners were charged with providing the elected Council with professional, independent analysis of the methodology used in buildable lands reports. The staff and the independent contractor, should be accountable to the stipulations spelled out in the grants, while \$349,000 of public money is being spent. Because this work is for the county government, all related work must be in the interests of all citizens and should be open to scrutiny. The most qualified stakeholders to provide informed recommendations are those tasked with applying the results in their civil engineering work.

**Washington State Dept. of Commerce Contract #20-633120-001**

**Contract Purpose:** *Funding assistance for the review and evaluation program (Buildable Lands program), and to implement chapter 16, Laws of 2017. . .(E2SSB 5254),under the GMA*

**Contract Purpose:** *Funding assistance for the review and evaluation program (Buildable Lands Program), and to implement chapter 16, Laws of 2017. . .(E2SSB 5254), under the GMA*

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**E2SSB 5254, 2017**

**Sec 1.** . .amended to read as follows:

1. *Counties and cities that are required or choose to plan under RCW 36.70A.040 shall ensure that, taken collectively, adoption of and amendments to their comprehensive plans and/or development regulations provide sufficient capacity of land suitable for development within their jurisdictions to accommodate their allocated housing and employment growth. . .as adopted in the applicable countywide planning policies and consistent with the twenty-year population forecast from the office of financial management.*

---

For over a decade, there has been a demonstrated need to improve coordination between what is contained in the buildable lands reports, and the civil engineers that are responsible for applying the results. This work should have been a massive undertaking, using factual data, so the division between the planning staff that devise the reports, and those responsible for applying them to developments, may be decreased and reconciled.

Because local engineers are responsible for applying the contents of the Buildable Lands Reports, they are the most qualified to make informed, recommended adjustments. Their work should be elevated in stature and characterized as peer review and a mechanism for quality control. Their on-the-ground, detailed experience and knowledge gives them standing to best challenge the status quo and effectively evaluate and make logical recommendations.

But when they presented their findings to the VBLM Committee and ECONorthwest early in the process, it fell on deaf ears and blind eyes. Because this work concerns the good of all citizens, staff should acknowledge and welcome constructive critiques of practices that may have faulty, biased work. Opportunities for robust debates that challenge the decades old status quo methodology should have been encouraged. But, instead it was stifled. It was clear that staff and ECONorthwest already had their mind made up and the VBLM Committee was just to satisfy state requirements as they continued with a rural no growth agenda. This is unacceptable.

Sincerely,

Susan Rasmussen, President

Clark County Citizens United, Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

Clark County Citizens United, Inc. P.O. Box 2188 Battle Ground, Washington 98604 E-Mail [cccuinc@yahoo.com](mailto:cccuinc@yahoo.com)

cc'd: Oliver Orjiako  
Jose Alvarez  
Sonja Wisel

Rebecca Messinger

---

**From:** Kathleen Otto  
**Sent:** Monday, June 28, 2021 7:40 AM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: conservation area acquisition plan 3-25-14 must be accounted for in the VBLM



**Kathleen Otto**  
County Manager

564-397-2458



**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Saturday, June 26, 2021 10:55 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** Fw: conservation area acquisition plan 3-25-14 must be accounted for in the VBLM

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 26, 2021

FOR THE PUBLIC RECORD

Dear Councilors,

Clark County Citizens United, Inc. notes that on March 25, 2014, the Clark County Council approved a Conservation Area Acquisition Plan. That Plan contained large amounts of land to be bought and preserved by the county. But in addition, the county was buying land for a non-profit called Columbia Land Trust. After the county buys the land, they quit claim deed the land over to CLT. Thousands of acres have been bought by the county in this way, thereby removing all of that private land from private stewardship and the tax rolls.

[Standards for Outdoor Recreational Areas](https://www.planning.org/pas/reports/report194.htm)

☐ <https://www.planning.org/pas/reports/report194.htm>

*In addition to the 10 acres of recreation per 1,000 of the population of the municipality, there should be, for each 1,000 people in the region, 10 acres of **park land** in stream valley **parks** and parkways, large scenic **parks** and forest preserves under municipal, county, state, federal or other authorities.*

Clark County has approximately 430,000 people which would require 4,300 acres of park land. The GMA does not include park and recreational land as a mandatory element. Keep in mind, a great deal of park land has been created, via regulation, by each housing development. Clark County has bought land, far in excess of what is necessary and required by law. Much of that land was deeded to Columbia Land Trust. It appears that was done so it doesn't look like the county owns so much land. But when a County Commissioner was asked if land that was being bought along the river will go into parks, his reply was, "*Oh no, we're going to just leave it in open space.*" Keep in mind, the land the county buys, is private land that is on the tax rolls. After the county purchases the land, with tax dollars, no one has access to it and no one pays taxes on it.

This set aside land and county purchased land must be accounted for and deducted from the VBLM numbers. That land cannot be counted as buildable land. Often times, these land purchases also use state and federal grant money. Did the grant money contain stipulations to require no rural growth? Generally, when a jurisdiction accepts grant money, all tethered communities are bound by the stipulations spelled out in the grant.

CCCU sees the reason why so much rural/resource land has been bought up by the county in conservation easements, park land, etc. This has been a clever way to buy up potentially buildable rural/resource lots and eliminate more rural housing. It appears the county is forcing no-growth in rural areas to transfer more housing into urban at increased densities. The county-wide population is used to obtain this hidden agenda. All housing choices are further reduced, and if anyone, both urban and rural, desire a house, they are forced to accept the limited choice that is offered, because no other options are available. This is unacceptable.

Taxpayers must be fully informed when an eight million dollar bond is used to buy open space land. They must have a say on where and how much the county can spend. That has not been happening. In addition, all of that land must be removed from the buildable land count in the VBLM Report. The same is true for all covenants, wetland, critical land, steep slopes, buffers and similar lands that the county deems as set aside land that cannot be used for development. Only then can the county have a realistic idea of how they can accommodate the future populations in the OFM population projections.



Sincerely,

Susan Rasmussen, President

Clark County Citizens United Inc.

P.O. Box 2188

Battle Ground, Washington 98604

## MRCS Overview <https://mrsc.org/getdoc/d7964de5-4821-4c4d-8284-488ec30f8605/Comprehensive-Planning.aspx#elements>

Comprehensive plans are the centerpiece of local planning efforts. A comprehensive plan articulates a series of goals, objectives, policies, actions, and standards that are intended to guide the day-to-day decisions of elected officials and local government staff.

Many cities and counties are required to enact comprehensive plans, while others choose to do so voluntarily.

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### Required and Optional Elements

The Growth Management Act (GMA) requires many cities and counties in Washington to adopt comprehensive plans, and it lays out the following mandatory and optional elements:

#### **Mandatory Comp Plan Elements** (RCW 36.70A.070)

- Land Use
- Housing
- Capital Facilities Plan
- Utilities
- **Rural Development (counties only)**
  - Transportation
- Ports (mandatory for cities with annual maritime port revenues exceeding \$60 million, RCW 36.70A.085)

#### **Optional Comp Plan Elements**

- Economic Development\*
- Parks and Recreation\*

- Conservation (RCW 36.70A.080)
- Solar Energy (RCW 36.70A.080)
- Recreation (RCW 36.70A.080)
- Subarea Plans (neighborhoods, rural villages, urban growth areas, tribal areas, etc.)
- Ports (optional for cities with annual maritime port revenues of \$20 million to \$60 million, RCW 36.70A.085)

*\*These elements are listed as mandatory in RCW 36.70A.070(7) and (8), but they are actually optional because funds have not been appropriated to help pay for preparing them, per RCW 36.70A.070(9).*

**From:** Justin Wood <Justin@biaofclarkcounty.org>  
**Sent:** Monday, June 28, 2021 9:56 AM  
**To:** Gary Medvigy; Karen Bowerman; Eileen Quiring O'Brien; Temple Lentz; Julie Olson  
**Cc:** Kathleen Otto; Rebecca Messinger  
**Subject:** Building Industry Coalition: VBLM Recommendations with Supporting Evidence  
**Attachments:** Line 19 BIA Coalition Recommendation-Market Factor.docx; Line 21 - BIA Coalition Recommendation infrastructure set-aside.docx; Line 22 - BIA Coalition Recommendation set-aside for schools.docx; Line 23 - BIA Coalition Recommendation set-aside for parks.docx; Buildable-Lands-Guidelines-Appendix A Market Factor.pdf; Market Factor Recommendation Final.pdf; Responsible Growth forum study - Comp Plan 2016.pdf; DEAB Memo on Comp plan 5-2016.pdf; School and Park Land Presentation.pdf; PAC Meeting 7 memo\_.pdf

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Dear Chair and County Councilors,

Please submit the following documents for public record, which justify our VBLM recommendations. The following word documents explain our positions on line items 19-23, displayed in Council Resolution exhibit 1. The supporting PDF documents provide evidence for our recommendations, cited in the above mentioned word documents.

If you have any questions please don't hesitate to ask.

**Justin Wood | Government Affairs Coordinator**  
**BIA of Clark County - a Top 30 NAHB Association**  
*Protecting and promoting the building industry.*

**Address:** 103 E 29<sup>th</sup> St., Vancouver, WA 98663  
**Main:** 360.694.0933 | **Web:** <http://www.biaofclarkcounty.org>  
[Facebook](#) | [LinkedIn](#) | [Instagram](#) | [Twitter](#) | [Pinterest](#) | [TikTok](#) | [Members Group](#)





To accompany spreadsheet entitled “Exhibit 1 – Proposed Refinements to VBLM”

**Line 19. Market Factor Assumptions**

Staff Presentation – Slide 3 version 5

BLPAC Presentation – No data presented

BLPAC Report – Page 18

Opening discussion

Whereas BLPAC ultimately did recommend a market supply factor of 10% for vacant and 30% for underutilized. The Building Industry Coalition is concerned that without an accurate market supply factor that captures local trends and growth, Clark County will face a shortage of supply and as a result, a reduction in housing capacity. This point is exemplified by data from previous cycles. The council is well within their purview to adjust the market factor to prevent the overestimation of effective buildable land capacity. **RCW 36.70A.110(2)** “...An urban growth area determination may include a reasonable land market supply factor and shall permit a range of urban densities and uses. In determining this market factor, cities and counties may consider local circumstances. Cities and counties have discretion in their comprehensive plans to make many choices about accommodating growth.” (Dept. of Commerce Buildable Lands Guidelines; Appendix A: market supply factor evaluation considerations, 2018 pg. 47).

In essence, cities and counties have discretion when determining a reasonable market factor. “Reasonable” is justified by looking at a variety of factors, but non-conversion rates and associated housing capacity are the key data points that justify our recommendation.

Recommendation

**The Building Industry Coalition recommends a market supply factor for residential land of 20% for vacant and 40% for underutilized.**

Supporting Analysis

**Example #3:** A calculation of Market Supply Factor by deriving a non-conversion rate by studying the population of properties that have converted over a defined period of time. In the hypothetical example, among a population of sixty properties, forty of them converted in the last 10 years for a conversion rate of 67%. That translates into a non-conversion rate of 33% of properties in the set of interest. In terms of acreage, properties that converted comprise 400 hypothetical acres out of a total of 500 acres for a hypothetical conversion rate of 80%. That translates into a non-conversion rate of 20% based on acreage rather than property record counts. There resulting candidate range of Market Supply Factors for consideration would then be 27% to 33% with a midpoint of 20%.

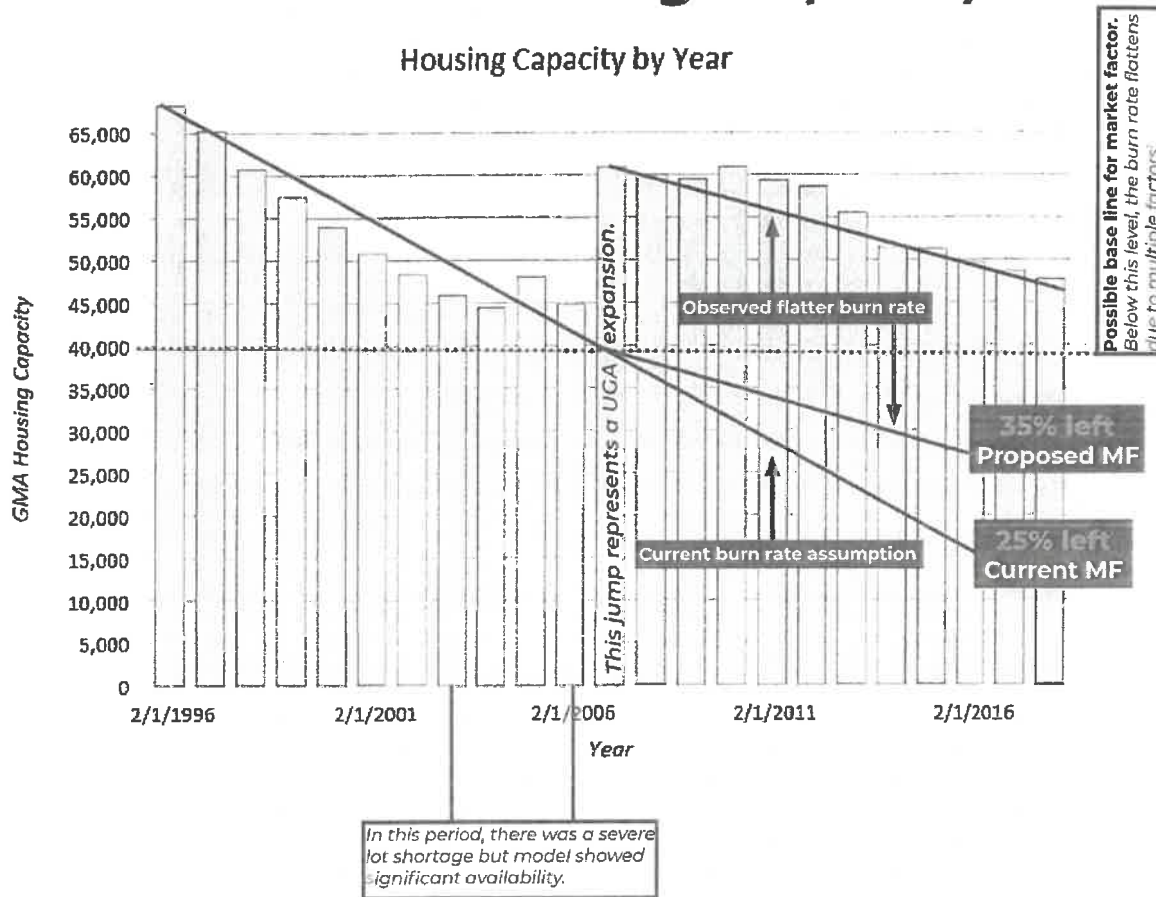
**Market Supply Factor Analysis Example #3: Query of Properties That Have Converted to New Use**

County Assessor Data Query	Properties	Combined Acreage
Converted in the Last 10 Years	40	400
Total Candidate Properties	<u>60</u>	<u>500</u>
Conversion Rate	67%	80%
Non-Conversion Rate	33%	20%
Average	27%	

Potential Market Supply Factors: 33%  
20%  
27%

(Buildable Lands Guidelines Appendix A: Market Supply Factor Evaluation Consideration, 2018 pg. 60)

# Additional Housing Capacity



The market factor is basically a factor correlating to the land added in a UGA that doesn't develop in the 20-year cycle. This can be due to a multitude of factors including: willingness to sell, price expectations, and lack of available infrastructure and funding necessary to serve.

The base (or supply side) correlates to the burn rate and what is available at the end of 20 years. Currently, 10% vacant and 30% underutilized.

The demand side is a contingency added during the Comprehensive Plan. Currently this is at 15%.

**Total current market factor is 25% for vacant. The Building Industry Coalition recommends increasing to 35% total to compensate for slower observed burn rate as the UGA matures.**





With the above information we can see an example of how a reasonable market factor is reached based on non-conversion rates of properties and combined acreage. Based on this example any figure between 20%-33% would be acceptable with supporting evidence based on local trends and growth. County staff has access to the data needed to calculate this non-conversion rate. The second figure shown illustrates what happens when the non-conversion rate is not calculated correctly for residential land. It should be noted that the data used in the second figure comes from the county. Housing capacity drops precipitously as capacity is used up, years before the UGA expansion. Adopting a higher market factor as suggested in our recommendations will flatten the burn rate, and in tow create more stability in the housing market. Also, it is worth mentioning that having stable housing capacity will allow for a diversity of housing types to be built which is one of the guiding principals of the Growth Management Act. Our recommended market factor is similar to the market factor calculated in the BLPAC report from Feb. 2021 (PAC Meeting 7 memo, pg. 10) 13 years into the comprehensive plan cycle, the non-conversion rate for vacant was 21% and 39% for underutilized. This may reflect the true non-conversion rate due to factors that make land unrealistic to develop this far into the comprehensive plan cycle.

- “Homes priced at \$350,000 to \$500,000 had an estimated 0.2 month of supply remaining, and homes priced from \$500,000 to \$750,000 had 0.3. Those two brackets are the largest by far in terms of sales activity, together accounting for roughly 74 percent of the region’s new listings and 77 percent of sales in May.” (Columbian, June 2021).  
<https://www.columbian.com/news/2021/jun/15/clark-county-housing-market-stays-hot-in-may/>
- Unmapped critical areas have gone unreported. Land that is thought to be buildable is severely restricted or undevelopable due to these unmapped critical areas.
- Land that has not converted in the 20 year cycle is still being counted as buildable, creating a “shadow inventory”.
- Clark County has historically underestimated population growth leading to low supply and a housing affordability crisis. (DEAB Memo, May 2016)
- The non-conversion rate calculated in the BLPAC report was 21% for vacant and 39% for underutilized right in line with our recommendations.

### Conclusion

Justification for the market factor comes from a variety of sources including concrete data, local trends, and industry input. We believe the supporting analysis above justifies our recommendations.



To accompany spreadsheet entitled “Exhibit 1 – Proposed Refinements to VBLM”  
6/28/2021 from Building Industry Coalition

**Line 20. Infrastructure set-asides**

Staff Presentation – No data

BLPAC Presentation – No data shown because BLPAC took no vote on initial 31.5% recommendation

BLPAC Report – Pages 35-41

Opening discussion

Whereas BLPAC ultimately did not take a vote on the 31.5% infrastructure set-side recommended by the project team, the Building Industry Coalition is concerned that with no deduction for critical lands, schools, parks or infrastructure (as shown in staff’s Exhibit 1) an unrealistic model would result showing land available for development that, in fact, is not available. There are many unintended consequences of such omissions, including overestimates of real capacity, absence of planning for our real capacity, lack of diversity of housing types and continued difficulty with affordability for the variety of housing types.

“Infrastructure” includes land dedicated to stormwater management, streets and utility with 27.7% set aside in 2007.

Recommendation

**The Building Industry Coalition recommends an infrastructure percentage deduction of 34% of developable acres.**

Supporting Analysis

The source of the following information is ECONorthwest (page 40 of Feb 2021 Report) summary of AHBL analysis of plat data provided by Clark County. Critical lands, wetlands and open space (19.1% of total acres) are removed from the total 3225.9 acres.

2014 – 2020 Plat Acreage for Urban Residential	Acres	% of Developable Acres
Acres devoted to lots	1864.5	71.5%
Streets	612.9	23.5%
Stormwater (excl co-mingled)	112.2	4.3%
Utility / other	19.	0.7%
Infrastructure total	744.0	28.5%

With the above information and considerations such as the need to “monitor how changes to regulations related to co-location of stormwater and wetland on a track affect this percentage,” and that this deduction should be applied “to only half of the residential acres in the Urban Residential High designation in Vancouver, ECONorthwest concluded that data support an infrastructure deduction of 31.5% of developable acres after excluding critical areas, open space and future development tracts. Because of factors such as the following that brought change since 2015, the Building Industry Coalition concluded that data support an infrastructure deduction of 34%.

- Clark County has adopted its own stormwater manual starting in January 2019, resulting in an increase in facility sizing because of new factors such as continuous runoff modeling methods. The current *Clark County Stormwater Manual 2021* includes a 19-page chart with scores of detailed changes, many requiring additional land; a guide to manual revisions impacting a development project design is now included. For example grading permit projects being building projects under Title 14 are separate from development projects under Title 40 and as such, they are required to meet the requirements of the stormwater manual for post construction BMPs. More land is required for meeting flow and pollution requirements. Utilities or sewer lines cannot be placed in infiltration trenches.
- Sites with poor infiltration rates require greater facility sizing, as typically located in northern Clark County, north of 119<sup>th</sup>, but not accounted for in the model.
- New and also replaced impervious surface area are now required to meet minimum requirements. With the replaced surfaces requirements, stormwater controls increase.
- Flow control requirements result in the requirements for larger ponds
- Regulations to avoid placing stormwater facilities in wetlands and their buffers are now required by Ecology. This end to co-location increases the land for deduction from developable land. Analysis also found “a higher percentage of plat area dedicated to stormwater in plats without wetlands, suggesting a need to increase the stormwater set-aside further relative to the percentage observed for plats subject to the current stormwater regulations” (page 39, ECONorthwest Feb 2021 Report).
- Increased rigor has resulted in this conclusion by ECONorthwest (page 38 of Feb 2021 Report), “AHBL’s analysis found that the amount of land consumed to accommodate stormwater facilities following adoption of the 2005 stormwater manual (adopted in 2009) increased by about 34 percent in jurisdictions subject to the new rules.”

It should be noted that infrastructure analysis is not new to staff or to PAC. As far back as its July 18, 2014 memo to the Board of County Commissioners summarizing feedback on the Comprehensive Plan update the Development and Engineering Advisory Board (DEAB) wrote:

“The Development and Engineering Advisory Board (DEAB) has reviewed documents and proposals regarding the current Comprehensive Plan Update. Members of the board have expressed concern regarding the assumed infrastructure deduction percentage being used to develop the plan. The commissioners asked DEAB to provide some info and input regarding the infrastructure deduction percentage. This letter is in response to that request.

Currently the assumed infrastructure deduction percentage rate is 27.7% for residential and 25% for Commercial and Industrial. This rate has not changed with updated stormwater ordinances. While these assumptions may be appropriate in areas of well draining soils, we believe they underestimate the impact in areas of poorly draining soils which is where most of the undeveloped portion of the urban growth area is located. DEAB has conducted some research with the help of other local engineering consultants. We have attached some sample infrastructure percent calculations in soils with fairly low infiltration rates similar to the areas at the fringe of the urban growth boundary. First we looked at a few theoretical examples prepared by SGA Engineering or the county during the previous stormwater code update. On some, it was assumed LID was feasible, but in low rate soils this may not be the case, or utilizing LID may only compensate for the new LID flow standard.

With DOE forested standard with low infiltration the infrastructure % on these three example projects are: **39%, 51%, and 32%.**

Next we obtained a few calculations on sample projects from several local consultants. These examples do not account for the new LID flow standard. It is assumed this will add cost but not likely take additional area.

Sterling Design provided a calculation for Whispering Pines subdivision. Under the old stormwater rules the infrastructure is 31% with the current adopted rules it goes to **34.5%.**

Olson Engineering provided 4 examples in the Battleground area. No exhibits are attached but could be provided upon request. The summary is below:

**18 Lot subdivision - 42%**

**167 lot Subdivision - 25%**

**117 Lot Subdivision - 32%**

**26.3Ac Commercial - 34%**

In conclusion DEAB feels the 27.7% is low and doesn't accurately reflect the percentage of land lost to infrastructure. The average infrastructure percentage in the 8 examples we looked at was about **36.2%.** It should be noted that not all land brought into the urban growth boundary is in poorly drained soil. **But based on a weighted average 32-35% is likely a more accurate range for the assumed Infrastructure Percent Deduction."**

Other examples provided in 2014 by DEAB for the Comprehensive Plan were as follows showing a weighted average of 36.3% without accounting for increases from current adopted stormwater rules.

## 2017 On-Site Residential Infrastructure

Name	Jurisdiction	Gross Ac	Streets	Storm	Other	Infrast	Net acres	Units	Density	Infra- structure	Comment
Whipple Creek Village	Clark	7.33	1.81	0.68		2.49	4.84	48	9.9	34.0%	2007 Plat town- houses
North Hills	Camas	9.98	4.07	0.34	0.1	4.41	5.57	44	7.9	44.2%	SF
Delz Place, Phase 1	Camas	14.25	3.74	1.3	0.33	5.37	8.88	48	5.4	37.7%	SF
Wates Cove	Camas	6.59	2.67	0.48		3.15	3.44	29	8.4	47.8%	SF
Vinston Houses	Clark	5.45	0.89	0	0	0.89	4.56	24	5.3	16.3%	SF, no storm
Cascade Hoods	Clark	2.07	0.11	0.42	0	0.53	1.54	28	18.2	25.6%	attached, existing streets
Merrel Houses	Clark	0.93	0.22	0	0	0.22	0.71	14	19.7	23.7%	attached, no storm, pvt street
Generation Place	Clark	4.85	1.19	0.37	0	1.56	3.29	56	17.0	32.2%	attached
Hills at Round Lake Ph1	Camas	4.64	1.33	0	0.52	1.85	2.79	19	6.8	39.9%	SF
Hills at Round Lake Ph2	Camas	5.51	2.41		0.41	2.82	2.69	24	8.9	51.2%	SF
Hills at Round Lake Ph3	Camas	3.94	1.07			1.07	3.94	17	4.3	27.2%	SF
Hills at Round Lake Ph4	Camas	13.88	2.03	7.31		9.34	4.54	30	6.6	67.3%	SF, Storm area serves other phases
Hills at Round Lake Ph5	Camas	3.56	1.4			1.4	2.16	25	11.6	39.3%	SF
Hills at Round Lake Ph6	Camas	5.86	2.51		0.11	2.62	3.24	38	11.7	44.7%	SF
Hills at Round Lake Ph7	Camas	3.2	0.8		0.33	1.13	2.07	24	11.6	35.3%	SF



Vinsdust Meadows h1	Camas	18.58	5	2.36		7.36	10.91	83	7.6	39.6%	SF
Vindust Meadows h2	Camas	19.87	5.57			5.57	14.33	96	6.7	28.0%	SF
555 - Cougar Creek	Clark County	5.26	1.66	0.22		1.88	3.38	57	16.9	35.7%	SF
409 - Scholedge Meadows	Clark County	5.23	1.45	0.56		2.01	3.22	58	18.0	38.4%	SF
316 - Fairview Estates	Clark County	4.76	1.29	0.2		1.49	3.27	59	18.0	31.3%	Additional storm in private roads
202 - Ashley Ridge	Clark County	42.49	7.03	4.06		11.09	31.4	60	1.9	26.1%	Additional storm in private roads
Totals		188.23	48.25	18.3	1.8	68.25	120.77	881	7.3		
						weighted average of infrastructure				36.3%	

The feedback given from the building industry seven years ago was not incorporated into the comprehensive plan then, and was ignored again in 2016 when their feedback on the assumed infrastructure deduction was again crystal clear. They further pointed out then that the official rate was not changed with updated stormwater requirements and ordinances. It has again been ignored in 2021 in the drafting of documents presented to County Council, presumably for adoption, despite the fact that stormwater ordinances have been updated multiple times since 2016 thus increasing infrastructure needs even more.



## To accompany spreadsheet entitled “Exhibit 1 – Proposed Refinements to VBLM” 6/28/2021 from Building Industry Coalition

### **Line 21. Set-aside for schools**

Staff Presentation – Slide 3, Version 5: No data

BLPAC Presentation – No data shown because BLPAC recommends 0 deduction

BLPAC Report – Page 16 is cited but has no reference to schools

#### Opening discussion

Set-aside for schools is not mentioned in the index of topics covered in the BLPAC Report, which is perhaps explained by a staff footnote to its Exhibit 1 spreadsheet “Page 16 of the PAC Meeting 7 memo includes the following: After further consideration the Project Team recommends accounting for the land needed for schools and parks on the demand side (not in the VBLM) for sizing of UGB boundaries based on the population forecast and adopted parks and schools land need formulas, because the needs are linked to population growth.” Thus, they recommended zero deduction whatsoever for schools on the supply side. The Building Industry Coalition instead asks that Clark County proactively plans for available land, knowing that school land is clearly not developable. The building industry that is “on the ground” versus operating in a theoretical world must have data on land that is actually available for development.

#### Recommendation

**The Building Industry Coalition recommends a set-aside for schools of 7.9%.**

#### Supporting Analysis

On average 10 acres are required for elementary schools, 20 acres for secondary/middle schools and 40 acres for high schools. Appendix E of the 2016 Comprehensive Plan (pages 388-390) show that using those averages, 520 acres of land were needed for schools in the 2015-2035 plan period. The 2015 BLM yield report shows there were 7,512.6 residential developable net acres.

In addition, a review<sup>1</sup> of change in the amount of school lands between 2016 and June 2021 was identifiable in the Assessors database by owner name. The figures are not pure because whereas 169 acres of new school land were added, 108 were surplus. This results in a delta of 60.6 acres, but exactly what will happen with the developability of surplus land is not fully known and they may remain undevelopable. In addition, new school land came from a mix of landuses beyond just residential.

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<sup>1</sup> The review was provided on June 18, 2021 by Bob Pool on a PowerPoint entitled “School and Park Lands.”

Using the results provided above,  $520 + 60.6 = 580.6/7513 = 7.73\%$ . The final figure of 7.9% is recommended because of the unknown number of surplused acres that remain undevelopable; if all 108 remained undevelopable, the final figure would be a less conservative 9.2%.

## **Building Industry Association of Clark County**

To accompany spreadsheet entitled “Exhibit 1 – Proposed Refinements to VBLM”  
6/28/2021 from Building Industry Coalition

### **Line 22. Set-aside for parks**

Staff Presentation – Slide 3, Version 5: No data

BLPAC Presentation – No data shown because BLPAC recommends 0 deduction

BLPAC Report – Page 16 is cited but has no reference to parks

### Opening discussion

The 2016 Comprehensive Plan (page 28) states that Clark County has been involved in land acquisition for parks since the 1930's and established the Clark County Parks Division in 2014 under the Department of Public Works along with and the associated Clark Parks Advisory Board (PAB). Our parks provide regional system of parks, trails, recreation facilities and conservation lands. In the first Parks, Recreation & Open Space Plan, completed in 2015, it was noted that the County uses a 6 acres/1,000 population target which is lower than the National Recreation and Parks Association standard of 10 acres/1,000 population for urban parks and natural areas. The 6 acres/1,000 population includes a neighborhood park standard of 2 acres/1,000 population, community parks target of 3 acres/1,000 and urban natural areas aim for 1 acre/1,000. Where there are deficits in a particular category, these standards enable planners to consider action steps that should be taken.

Despite significant planning related to parks, this planning does not carry to VBLM. Set-aside for parks is not mentioned in the index of topics covered in the BLPAC Report, which is perhaps explained by a staff footnote to its Exhibit 1 spreadsheet “Page 16 of the PAC Meeting 7 memo includes the following: After further consideration the Project Team recommends accounting for the land needed for schools and parks on the demand side (not in the VBLM) for sizing of UGB boundaries based on the population forecast and adopted parks and schools land need formulas, because the needs are linked to population growth.” Thus, they recommended zero deduction whatsoever for parks on the supply side. The Building Industry Coalition instead asks that Clark County proactively plans for available land, knowing that park land is clearly not developable. The building industry that is “on the ground” versus operating in a theoretical world must have data on land that is actually available for development.

### Recommendation

**The Building Industry Coalition recommends a set-aside for parks of 12.8%.**

### Supporting Analysis

Intuitively it is clear that Parks data would be straightforward for staff to produce from County and other jurisdictional records. However GIS concluded “Parks and Cities results are inconclusive due to data issues....A summary of the amount of Parks lands acquired or surplusd will require a substantial manual clean up and review.”<sup>1</sup> Staff did not do that and report results to County Council as requested.

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<sup>1</sup> “School and Park Lands” PowerPoint by Bob Pool, June 18, 2021.

Not only did staff fail to provide analysis showing the 12.8% deduction, but they also failed to pull the analysis from historical records which they had been provided by the business industry and discussed at that time. What follows is the “Responsible Growth Forum” page 4 from 2016 that was shared with all parties in discussion of the 2016 comprehensive plan. The data still stand.



## Parks Vancouver

Vancouver & Clark County Parks Plan requires 7.5 Ac Urban Parks per 1,000 population

Vancouver code requires 6 Ac Urban Parks per 1,000 population = 5 parks and 1 open space

For the Current Plan of 135,348 population growth, this would calculate to 1015 Acres of urban parks at the 7.5 ac standard

For the Current Plan of 135,348 population growth, this would calculate to 812 Acres of urban parks at the 6 ac standard

### Using the 6 ac Standard

$1000 \text{ pop} / 266 \text{ pop per hh} = 6 \text{ ac per } 376 \text{ hh} = .016 \text{ ac per HH} * 8 \text{ HH per ac} = 0.128 \text{ ac parks per } 10 \text{ ac}$

*This equates to 12.8% of Vacant Buildable Land for parks*

## Parks Camas

Camas has planned 5 ac Neighborhood Parks and Community Parks per 1000 population

Camas also has planned in addition 30 acres of Open Space per 1000 population.

**Building Industry Association of Clark County**



Rebecca Messinger

CC'd: Council ; Comm. Planning Staff

**From:** webmaster@clark.wa.gov on behalf of Clark County <webmaster@clark.wa.gov>  
**Sent:** Monday, June 28, 2021 11:28 PM  
**To:** publiccomment  
**Subject:** Council Hearing Public Comment

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# Clark County

Submitted on Mon, 06/28/2021 - 11:28 PM

**Name**

Judy Zeider

**Phone Number**

3606085899

**Email Address**

[jmzeider@aol.com](mailto:jmzeider@aol.com)

**Subject**

Vacant Buildable Land Model

**Date of Hearing**

Tue, 06/29/2021

**Comment**

Good morning Chair Quiring O'Brian and Members of Council,

My name is Judy Zeider. I am a Clark County native and have lived here for most of my life. I am concerned as a resident and taxpayer that the County Council seems to be diverging from a planned, evidence-based process for its Vacant Buildable Lands Review.

The Council appointed an advisory body, the Buildable Lands Project Advisory Committee (BLPAC) from among a diverse range of organizations and stakeholders to update the Vacant Buildable Lands Model (VBLM). Council spent taxpayer dollars to contract with ECONorthwest to work with professional, experienced County staff and BLPAC to gather data and generate a model that would comply with Buildable Lands Guidelines (Guidelines) issued by the Washington Department of Commerce.

The building industry was well represented on BLPAC and had every opportunity to vote on recommendations and provide evidence to the BLPAC to support its positions. Now, the building industry has submitted its own models and

data directly to Council. These models would reduce the County's projection/estimate of buildable lands and boost the projected need for more land.

The March 19, 2021, letter from City of Vancouver Community and Economic Department Principal Planner Brian Snodgrass, lays out the risk to taxpayers of getting the buildable land numbers wrong.

Several points stand out:

- 1.) Underestimating buildable lands will result in oversizing the UGA, with much more residential land than needed. Taxpayers will foot the cost to serve that land.
- 2.) Underestimating future capital facility and service needs will again lead to taxpayers footing the bill to play catch-up, or suffer from inadequate roads, schools, parks, etc.
- 3.) An oversupply of residential land due to underestimating buildable lands will make it harder to balance the supply of employment land. I continually read that 60,000 Clark County residents drive daily to Portland for employment. (I've not seen numbers since the pandemic, so working online may have cut this for the moment.) Regardless, getting the numbers wrong will only worsen this trend.

In closing, I urge you to rely on the considered input from BLPAC, your consultant and staff. And if in doubt, pursue further vetting of your formula and data by technical experts, not advocates. Keep in mind the axiom "Measure twice, cut once."

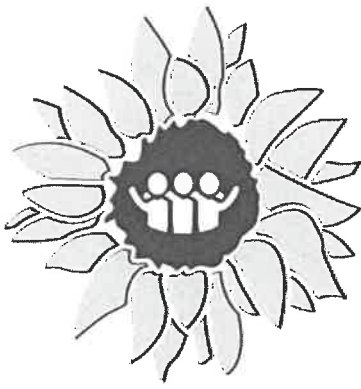
Thank you for considering my input.

Judy Zeider  
Battle Ground

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If there are any questions or concerns regarding this email, please contact the [Web Team](#).



Cold: ~~Sta~~ Council  
Comm. Planning staff

## **FRIENDS of CLARK COUNTY**

**TOGETHER WE THRIVE**

**PLANTING THE SEEDS FOR RESPONSIBLE GROWTH**

*Celebrating 25 years serving Clark County communities.*

Clark County Council

June 29, 2021

PO Box 5000

Vancouver, Washington 98666-500

Send via email to: [rebecca.messinger@clark.wa.gov](mailto:rebecca.messinger@clark.wa.gov); [jose.alvarez@clark.wa.gov](mailto:jose.alvarez@clark.wa.gov)

### **VBLM - Recommendations**

Dear Chair Quiring O'Brien and Council Members:

Thank you again for the opportunity for Friends of Clark County (FOCC) to be represented on the VBLM Advisory Committee. In making recommendations on the proposed components of the VBLM, FOCC has weighed the data, considered the proposed revisions for consistency with state law, and actual historic growth. We believe our recommendations on the VBLM will accommodate growth while conserving working lands, natural resources, and rural character.

### **PROPOSED REFINEMENTS TO VBLM**

#### **1-11 Support**

Support 12 adding reargue and excess acres on built land as such is supported by the Assessor's data which is the most recommended data to use according to Department of Commerce Guidelines.

Support using observable not targeted densities, especially in City of Vancouver and Vancouver UGA.

Conditional support of 13 even though not likely necessary if use observable (See Jose Alvarez chart from December 2019 presented to the BLPAC).

Support 15 as it most reflects City of Vancouver actual on the ground numbers but, secondarily conditional support for 14 if Council rejects 15 as some assumption regarding this issue must be in the model.

Support 17 as it most reflects City of Vancouver actual on the ground numbers but, secondarily conditional support for 16 if Council rejects 17 as some assumption regarding this issue must be in the model.

Support market factor of 10% on Vacant Land and 30% on underutilized but no more and reject any other Market Factors as being unsupported by data and/or not applicable to the model assumptions

Conditional support 19 if considered as a package with the 31.5 infrastructure set aside as this takes in the Ridgefield Open Space issue and recognizes that storm water and utilities are prohibited from being within critical areas. However, believe that if the 40% is used, it needs to be reconsidered if transfer of density/development rights and/or greater densities are granted to developer such that same amount of a units would be allowed on “developable” parcel as if no critical/open space on the parcel.

Conditional support of 20 at 31.5% as if best reflects that data and science. However, if the County allows development in critical areas then this should be reduced to 28%.

NO on 21 and NO on 22—Dept. of Commerce says these factors should be considered outside of the model and also our county has always only considered on a case by case basis after development of the various capital facilities plans.

#### **PUBLIC PARTICIPATION**

Finally as to the public process, the resolution for tonight’s hearing is written to reflect the 3-2 vote taken in a non-public hearing that occurred without public notice as required by law but clearly states that 3 councilors have determined to adopt the development community’s requests in total. A series of off the record communications have cast a shadow on the public process in allowing a single sector to influence the process. I have attached a memo and zip drive documenting these communications. We are concerned that this behavior undermines public trust and may violate the requirements of a public hearing and the public participation element of GMA. The BIA should not be allowed to highjack what was a thoughtful process.

Thank you for your consideration and we urge you to adopt a VBLM that is supported by the data, reflects actual achieve density rates, and protects natural resources, working lands, water quality and wildlife.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Marshall".

Sue Marshall, Board Member  
Friends of Clark County

Attachment : Public Participation Memo and zip drive

To: Clark County Council  
RE: VBLM Public Process Undermined  
FR: Friends of Clark County – Sue Marshall, Board Member  
Date: June 29, 2021

The following documents the lack of public transparency and undue influence given one sector in the development of VBLM revisions. This information was compiled by Jackie Lane on behalf of Friends of Clark County.

After Council March 3, 2021 work session, it appears that the Council requested the development community to write a response to the BLPAC report. On March 7, 2021, Councilor Bowerman sent an email to the Chair with a Proposal for Report.docx. Attached it to this email as it relates to the Buildable Lands public process but, as far as I know, has not been made part of the BLPAC record.

On March 31, 2021, Councilor Bowerman sent an email to the Chair and members of the development community outlining how she would be taking action to implement their March 26, 2021 letter. On April 12, she followed up that email with an email to Councilor Medvigy. Since the discussion involved 3 councilors, it is possible it violated the Open Public Meetings Act. To paraphrase a line from Alice in Wonderland, the Council's actions since that the delivery of the March 26 letter has been clear that the Council has decided "first the decision, then the public process".

Second, there was a vote taken by the Councilors on April 14, 2021. The first motion was simply to make the BIA letter part of the BLPAC record, even though all of the points raised by the letter had been raised in the BLPAC committee proceeding and, for the most part, rejected by the Committee. However, the Chair then stated that motion was not "strong enough" and made a friendly amendment that all 6 points be "implemented" as set forth in the letter. It passed 3-2.

In subsequent emails, Councilor Bowerman stated the following about that vote: 1) in an email, she characterized the Council's April Vote as "approving use in the model of the 6 points from the coalition of the private development sector" Email from Karen Bowerman to Kathleen Otto and the Chair dated May 19, 2021 (emphasis supplied) and 2) "Vacant buildable lands model was on the Council Time agenda today, so it was time to follow through with what I had outlined in paragraph 3 below. Eileen, Gary and I voted for the motion, so it passed 3-2. The bottom line is that the perspectives you summarized as most important are now the perspectives to be used in the Report." Email April 15, 2015 from Councilor Bowerman to Ryan Makinster, Jihun Han, Jamie Howsley, Jerry Olson, Eric Golemo and Jennifer Baker. (emphasis supplied). In addition, a decision was separately made via emails that the Market Factor should be in the model. Again, this decision in conformance with her assumption that the vote had already been approved.

If the above is not enough to convince the public that at least 3 members of the Council have usurped the public process, and firmly decided to adopt the development community's wish list, the actions of members of the Council including Councilor Medvigy, Councilor Bowerman and the Chair show a systematic and complete surrender by the Council to the members of the development community. The Council's actions have actually turned the development community into a *de facto* BLPAC which does, and appears to have been intended to, subvert the public process by 1) directing staff to have direct contact and meetings with the representatives of the development community and to engage them on the implementation of the points of their March 26, 2021 letter, 2) Council members having multiple email exchanges and private meetings (see below) with the representatives of the development community, 3) giving special treatment to the members of the development community by giving them advance notice of hearings and advanced copies of documents that were not yet available to the public. These actions by the Councilors completely circumvented the BLPAC process and none of the exchange of letters and memorandums were not put on the BLPAC website to my knowledge all in violation of the Public Participation Resolution passed in July 2019.

### **Emails and Meetings**

On April 14, 2021, as a follow-up to that April 14, Council time, Councilor Bowerman sent the attached email to the Chair with her suggestion for follow up to the development community. In that mail Councilor Bowerman stated the following: "The bottom line is that the perspectives you summarized as most important are now the perspectives to be used in the report". The document is not cc'd to staff or the County Manager.

On April 15, 2021, at the direction of Council, sent an email to members of the development community that asked questions and pledged that staff would assist to run models. NO other BLPAC members were invited, the information was not posted to the BLPAC website although these questions may currently be in the formal record

On April 15, 2021, Councilor Bowerman sent the attached email to the Members of the development community with a CC to the Chair and the County Manager. It was not made a part of the BLPAC record and was not cc'd to staff. In it she told the County Manager that "we do not anticipate staff pleasure over adopt these assumptions".

On April 15, 2021, an email exchange with Lindsay Shaffer, Councilor Bowerman and the Chair referencing a meeting with CREDC (also please note Jennifer Baker was on the BLPAC) and a set of questions for CREDC. This was not submitted to staff and, apparently staff was not asked for their input nor were they present at the meeting. This document was obtained via a public records request and, until now,

has not been made part of the BLPAC record in violation of the Public Participation resolution.

On April 15, 2021, The Chair sent an email to Councilor Bowerman, Mr. Golemo, Mr. Howsley, Mr. Makinster, Mr. Han, Mr. Olson, Ms. Baker and Mr. Wood stating as follows: "My grateful thanks to the organizations who signed the memo with the suggested changes! This is what I believe is best for the people of Clark County!". My personal note to this email is it emphasizes her "friendly amendment" from the day before that the vote was to have the six points implemented as Clark County's adopted model. Also, hardly a "non-adversarial, non-advocacy" search for the truth.

On April 20, 2021, Councilor Bowerman sent an email to Eric Golemo that stated "Thank you and I appreciate you not being as directive (sic) as I would have been. We'll see in the next draft what is incorporated versus passed over. **Absolutely, we'll keep you informed on the next steps as they are decided and Eileen too will be delighted to hear that you are willing to participate at that time**" (emphasis mine).

On April 21, 2021 there is an email between Councilor Bowerman, the Chair and the members of the Members of the development community which highlights a non-transparent behind the scenes collusion with members of the development community that is not shared with the public under the Public Participation resolution. Again, neither staff nor the County manager is cc'd on this exchange.

On April 23, 2021, Councilor Bowerman sent an email to the Chair, and all of the members of the development industry group requesting a Zoom meeting with them. Neither staff nor the County Manager were included on the string or were invited to the Zoom. The clear intent was to determine how to counter's staff's positions on issues being presented to the Council. Of very important note, Councilor Bowerman made it clear that she did **NOT** want this to be public: "Just to be sure that all of you know, I am sending this to Eileen only because if three or more councilors were included, it constitutes a majority of the Council which would require that any communication or meeting even if by zoom, be noticed and open to the public".

On April 27, 2021, Justin Wood sent an email invite via the ED of the BIA to the Chair, Councilor Bowerman and the representatives of the Members of the development community which invited all to a "Zoom" meeting on VBLM Discussion and an attachment marked VBLM Discussion.lcs. Neither staff nor the County manager were cc'd or included in that invite. On April 29, 2021, Councilor Bowerman sent a note to the Building and Development Industry representatives that said "Happy Sunshine Morning, this is just a reminder that we'll see you at 1 pm today" The Chair was included on that string but not staff or the County Manager and that discussion was not made a part of the record.



On May 5, 2021, Justin Wood sent an email to Councilor Bowerman, the Chair and the members of the Members of the development community giving them advance notice of his proposed response to staff and asking for feedback. Neither staff nor the County Manager were cc'd on this email. Both Councilor Bowerman and the Chair provided feedback. The exchange is attached.

On May 5, 2021, Justin Wood sent an email to Mr. Alvarez (cc'd to the entire Council) thanking him for his responses and attaching a responsive letter. The BIA responsive letter was not made a part of the BLPAC record until prior to the hearing on June 15, 2021. Of note, is Councilor Bowerman then "piggy backed" off that email and sent her own personal note to the Chair and the development community members. As you can see from the email string, it was not placed in the public record nor did it include staff or the County Manager. The emails ended with Councilor Bowerman making sure that the Members of the development community were invited to provide public testimony during the public comment part of the May 18, 2021 Council hearing because such public comment would not be allowed the next day at the May 19<sup>th</sup> Council time.

On May 6, 2021, Councilor Medvigy sent a response to Councilor Bowerman that said "Justin, is relentless and fast becoming my hero!". You did so in response to the letter he sent to staff on May 5<sup>th</sup> referenced above. I would not characterize your response as coming from someone who is just attempting to be unbiased and just gathering information and data. By the way, in the April 14<sup>th</sup> hearing, you said you wanted this to be a "non-adversarial, non-advocacy" and "give to our staff to let them use their expertise". Hard to imagine that the actions being taken by Council are either non-adversarial or non-advocacy given the above email exchanges.

Similarly, on May 11, 2021, Councilor Bowerman sent a personal note to the members of the development community that gave them a heads up on what dates to put on their calendars and to make sure that they knew that they could comment on Tuesday night May 18<sup>th</sup>.

On May 18, 2021, Councilor Bowerman sent a follow up email to the members of the development community with a heads up of the materials posted for Council Time the next day so that they could address the staff's comments prior to the Council time.

After the May 19, 2021 Council Time, Councilor Bowerman sent an email to the members of the members of the development community complimenting Mr. Wood on his public comment and giving them a "post Council time update" and there were a number of email exchanges that followed.

On May 24, 2021, the County Manager requested a meeting ASAP with the Members of the development community members and Councilor Bowerman and the Chair. No staff or BLPAC members were invited.

As of this date, there are no emails between the Councilors and the members of the development community after the May 24, 2021 email. However, it is clear that there are likely more that have not been provided via the public process because in addition to all of the above, the Council set a special Work Session **with just the members of the development community** and **no other interests** on June 9, 2021, a mere 5 business days before the public hearing. In fact, prior to that Work Session, the Council directed staff to show three different model runs of the development community's wish list and then specifically at the end of that meeting, specifically asked them to select which version that the Council should support.

Third, I would also note that the Consultants (ECONorthwest), who were hired by a unanimous vote of all of the Councilors, and who were paid for their non-biased & independent expertise, were not included in any of these discussions, email strings or meetings with the development community. Again, so much for a "non-adversarial and non-advocacy process".

Finally, to just highlight, and put a fine point on, the fact that the positions of the development community were already baked into the decision and the Council was biased towards those positions, the Chair let Eric Golemo give testimony in the middle of a staff presentation. Not only is that unheard of in all the years I have attended council meetings but then she let him go on and on for over 10 minutes in his public comments (normally each person is limited to 3 minutes). However, as soon as other members of the public, who had waited patiently for their time to speak, got their chance, the Chair started to mark their time with 1 minute remaining and worked to hold all those giving a counter position to a strict 3 minutes. Although some talked for more than the 3 minutes, the Chair continued to interrupt them and try to shut them down. The real world example of the phrase "thumb on the scale".

Rebecca Messinger

CCID: Council  
Comm. Planning Staff

**From:** Jihun Han <jihun@ccrealtors.com>  
**Sent:** Monday, June 28, 2021 3:12 PM  
**To:** Karen Bowerman; Rebecca Messinger  
**Cc:** Jo Ann Johnston  
**Subject:** CCAR Testimony on VBLM  
**Attachments:** Clark County Association of REALTORS VBLM Testimony.pdf

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Councilor Bowerman and Rebecca,

I've attached written testimony on behalf of the Clark County Association of REALTORS® regarding the VBLM hearing tomorrow morning. I am more than happy to provide public comments echoing our letter as well. Thank you all!

Best,  
Jihun

Jihun Han / Director of REALTOR® Advocacy  
[jihun@ccrealtors.com](mailto:jihun@ccrealtors.com)

Clark County Association of REALTORS®  
Direct: 503.501.1677 / Ext. 3102/ Fax: 360.695.8254  
1514 Broadway St. STE 102  
Vancouver, WA. 98663  
[www.ccrealtors.com](http://www.ccrealtors.com)





Honorable Chair Quiring O'Brien and Councilors Lentz, Olson, Bowerman and Medvigy,

Thank you for the opportunity to submit written testimony regarding the Vacant Buildable Lands Model. The Clark County Association of REALTORS® represents more than 2100 REALTORS® throughout Clark County where we advocate for REALTORS® and property owners alike. We are the largest association in Clark County to represent the real estate industry in fighting for affordable housing and the American dream of homeownership. On behalf of CCAR, we write to express our concerns with the existing vacant buildable lands model and echo with our coalition partners in the Building Industries of the lack of land capacity available county-wide.

The first and foremost duty of a REALTOR® is to their client. With increased demand, our association has been advocating for the need of more affordable housing- specifically the need for multifamily housing options like duplexes, triplexes, cottage homes etc. Leaders of our industry have highlighted the severe lack of housing available and the record low levels of listings. This type of angst and concern in the field is in direct conflict with some of the initial findings from the VBLM. According to a recent article published in the Columbian, "Home priced at \$350,000 to \$500,000 had an estimated .2 month of supply remaining, and homes priced from \$500,000 to \$750,000 had .3 Those two brackets are the largest by far in terms of sale activity, together accounting for roughly 74 percent of the region's new listings and 77 percent of sales in May."

One of the guidelines for buildable lands is determining an appropriate market supply factor. In determining market factor and the methodology behind it, we encourage input and consulting with the real estate industry, as supported by findings in the Washington State Department of Commerce. Final Market Supply Factor assumptions should not be a one-size fits all approach.

We appreciate the opportunity to participate in the VBLM process and the work of the county council and county staff about this project. We look forward to working together in addressing the housing crisis and finding common solutions in increasing opportunities of homeownership.

Sincerely,

Jihun Han

A handwritten signature in black ink, appearing to read "Jihun Han", written in a cursive style.

Director of REALTOR® Advocacy, Clark County Association of REALTORS®

Cold: CP Staff

Rebecca Messinger

---

**From:** Kathleen Otto  
**Sent:** Monday, June 28, 2021 4:42 PM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: June 29, 2021 Hearing on Vacant Buildable Lands Model Report



**Kathleen Otto**  
County Manager

564-397-2458



**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Monday, June 28, 2021 4:40 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>  
**Subject:** June 29, 2021 Hearing on Vacant Buildable Lands Model Report

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Clark County Council  
P.O. Box 500  
Vancouver, Washington 98666

June 28, 2021

## FOR THE PUBLIC RECORD

**Re: June 29, 2021 Council Hearing on the Clark County Vacant Buildable Lands Model Report**

Dear Councilors,

In 1999 the Washington State Court of Appeals Division II ruled in favor of Clark County Citizens United, Inc. with a Published Opinion. It said the population formula used by Clark County, which allocated only a certain percentage of the total population to the rural area, was illegal. The COA upheld Judge Poyfair's Superior Court decision saying the county was putting a "cap on rural growth",

which the GMA does not allow. Clark County continues to use the formula and continues to ignore the courts.

What the county does with the population allocation, when planning for growth, is all in the numbers. County staff displays many different numbers and most are based on GIS numbers. Those numbers continuously change, and it is difficult to follow or find consistency in any of them, over the various years. One must find and determine other numerical data that is more consistent and specific, from other consistent and reliable sources. Some of those sources is Economist, Scott Bailey's economic report and the U.S. Census. In addition, sales receipts, professional accounting records, and development community recorded construction data, are more comprehensive, reliable and consistent.

The following information is information regarding rural population allocation and septic installation records. In Clark County, septic systems are confined to rural areas, which have no municipal sewer systems. Knowing how many of those systems were installed over a given number of years, tells a lot about rural housing and population. The following information describes pertinent data from those reliable sources.

- 1. The 2004 to 2024 Clark County Comprehensive Plan determines that the 20 year countywide population growth would be 187,310 persons**
- 2. Using the illegal 10% Rural population allocation, indicates a total of 18,731 persons for 20 years, or 9,366 persons per ten years, would go to the rural area. This "allocation" is a cap on rural growth.**
- 3. According to Clark County records, there were 27,659 residential building permits issued between 2010 to 2020. 2.66 persons per household, equals 73,573 total persons. A 10% rural (cap) allotment of persons would be 7,357 persons.**
- 4. The illegal 10% rural (cap) allotment of 9,366 persons, and the actual allowed number of 7,357 persons, shows the county was deficient 2,009 rural persons.**
- 5. Using septic installation records, based on septic tanks purchased and installed in Clark County, from 2010-2020, there were 2,900 septic systems completed. This would include unincorporated areas not served by public sewer.**
- 6. That would equate to a 10 year population increase of 7,714 persons @ 2.66 persons per household for the 2010 – 2020 period for those areas.**
- 7. Subtracting the rural 10% from the population increase for ten years, from 2010 to 2020, shows the county removed 1,652 persons from the rural area. This is 621 households short.**
- 8. According to Clark County Public Health, the number of septic applications, including unincorporated and the city of Yacolt, was 3,644. But it appears that many of those permits did not follow up with actual construction of the system.**
- 9. The 20 year Census actual rural population increase was 5,584**
- 10. The 20 year Comprehensive Plan 10% rural population allotment was 18,731**

**11. This notes a 20 year missing population allocation of 13,731 persons, according to the rural Census count.**

The “cap on rural growth” continues, unabated, in future planning of the Comprehensive Plan, and is demonstrated in the Vacant Buildable Lands Model Report, submitted to the Council. Recommendation from staff and the consulting firm, ECONorthwest, is to use previous data in the Plan and make very little or no changes. But even more important, the county has refused to do a county-wide, thorough evaluation, using precise language from RCW 36.70A.215, that demands explicit and precise, on- the- ground data. This data information is to be used to remove any lands that cannot develop, before the county can determine what can develop. But the county must consider the rural and resource areas and the Report must be county wide. To date, Clark County has not complied with the law, and Clark County Citizens United, Inc. cannot accept the VBLM Report that is currently being considered.

Sincerely,

Carol Levanen, Exec. Secretary

Clark County Citizens United Inc.

P.O. Box 2188

Battle Ground, Washington 98604

Clark County Citizens United, Inc. P.O. Box 2188 Battle Ground, Washington 98604 E-Mail [cccuinc@yahoo.com](mailto:cccuinc@yahoo.com)



ccid: Council  
Comm. Planning Staff

David T. McDonald  
Ridgefield, Washington 98642  
[david@mcdonaldpc.com](mailto:david@mcdonaldpc.com)

June 29, 2021

Clark County Councilors  
6<sup>th</sup> Floor  
Public Services Building  
1300 Franklin Street  
Vancouver, Washington 98660

Re: Buildable Lands Model and Council's Usurpation of the BLPAC Process

Sent to the record to [Rebecca.Messinger@clark.wa.gov](mailto:Rebecca.Messinger@clark.wa.gov)

Councilors:

This testimony is in addition to the other testimony I have provided as a member of the Buildable Lands Advisory Committee and as a person who, unlike the members of the Building and Development Community, have no financial interest in the outcome to be selected by the Council.

First, I would like to address the school and parks deduction proposed by the Building and Development Industry. Mr. Olson provides nothing from the schools to support his claim that his data is correct except for his statement that they miraculously agreed with him. Hearsay is not "show your work", especially when there is no data to back it up. Plus, as you know, and as Mr. Pool's new matrix shows, school districts have budgets too, and sometimes land acquisition is not the most cost effective way to serve an increasing population.

Moreover, Mr. Pool's new data seriously calls into question Mr. Olson's "pie in the sky" numbers on both Parks and Schools re: residential because the majority of land being acquired for schools and parks is not designated residential and, therefore not being taken out of the inventory as the BIA claims. This is a "show your work" moment and the BIA folks certainly have not even come close. Even assuming no other errors in their assumption, which is almost impossible to assume, a quick review would suggest that their numbers would have to be reduced by a minimum of 60% given the data regarding school lands.

Second, Mr. Howsley, during the Building and Development Industry "presentation" on June 9<sup>th</sup>, to which no other members of the BLPAC were invited or able to give input contradicting the claims being made, stated that he wanted to give you a "real world" on the ground example of why you should adopt this completely unsubstantiated school and park number and cited to a 40 acre parcel in Camas. So I researched that parcel.

Clark County Councilors  
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June 29, 2021

The land was designated for residential development in 2007 as part of the Building and Development Industries successful push for more land for residential development. As you I am sure are acutely aware, the update was also subjected to an Order of Invalidity and the only way some of the land made it into the inventory was because the Cities annexed the land before the Board was able to issue a ruling.

For reasons unknown to me, this 40-acre parcel in Camas eventually made the cut under the “de development” standard and went into Urban Holding. But, due to the fact that neither the County, nor the City of Camas, was willing to provide services to the parcel, it remained undeveloped until September 2015 in that Urban Holding designation. Then, in September 2015, when the owners got tired of waiting for services to be provided so it could be developed, they sold to the Camas School District.

Just so you know, the land would not likely have developed anyway due to the myriad of critical lands and Archaeological resources. I am not sure why that did not bother the development community or the, then, Commissioners in including it in the residential land inventory but it is very constrained land. See <https://gis.clark.wa.gov/gishome/Property/?pid=findSN&account=175724000#>.

So, the Camas School District purchased the property in 9/15 and appears to have made it the equivalent of the Columbia Springs School, but with academics due to all of the natural resources on the site. Here is what the head of the Camas Capital Facilities Program wrote to me the other day (the date of September 28, 2015 is the date of purchase of property by Camas School District) when I told her it was set aside for residential development.

David –

Sept. 28, 2015.

I don't know if you've been to the site, but the wetlands, streams, roads, grade changes, archaeological artifacts and nearby power lines make it an “interesting” site for development.

Regards,

Heidi

So, this was a win for the school district. They have also made multiple other purchases and have a large inventory according to the Camas Capital Facilities—

Former UL property (084815000)  
Former Karcher property (986028433)

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Former DNR property (173416000)

AND they just built a school on the Sharp property. None of these other properties were residential land inventory.

My point is that the BIA folks were able to give you only 1 example of when a school or park district bought land that was taken out of a residential inventory since 2007 and that was 40 acres.

Seems to me, if this were a *real* issue, then the BIA would have had a laundry list of examples but so far, I have seen none.

Also, all of the other lands designated for UH in the Camas area from 2007 have not developed (14 years). The County has at least 1100 acres of land in Urban Holding that neither they, nor the Cities can afford to service. The reason that they have not developed is simple, the Cities have plenty of land capacity for their growth projections and do not have, or do not want to spend, the money on annexing the urban holding areas. The hard truth is the County does not have the funds either so one must ask, how is the County going to pay for services if they adopt the Building and Development Industry's assumptions?

The Building and Development Industry's push for more "easy" single family residential development simply is not financially self-sustaining, will not lead to a diversity of housing stock and will not promote real and true affordable housing and this Council should reject their requests and go with the real data.

Submitted Sincerely,



David T. McDonald.

**Rebecca Messinger**

---

**From:** Kathleen Otto  
**Sent:** Tuesday, June 29, 2021 8:25 AM  
**To:** Eileen Quiring O'Brien; Gary Medvigy; Julie Olson; Karen Bowerman; Temple Lentz  
**Cc:** Tina Redline; Rebecca Messinger  
**Subject:** FW: VBLM, Building Industry "Coalition and the Grid"



**Kathleen Otto**  
County Manager

564-397-2458



**From:** David McDonald <david@mcdonaldpc.com>  
**Sent:** Tuesday, June 29, 2021 6:38 AM  
**To:** Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Cc:** Rebecca Messinger <Rebecca.Messinger@clark.wa.gov>; Sonja Wiser <Sonja.Wiser@clark.wa.gov>; Oliver Orjiako <Oliver.Orjiako@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>; Bob Pool <ROBERT.POOL@clark.wa.gov>  
**Subject:** VBLM, Building Industry "Coalition and the Grid"

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Dear Ms. Otto:

Wow. Over the past several months, at the continuing insistence of the Council, staff has incessantly requested (both in person and in writing) that the Building and Development Industry provide justifications, most notably in the form of hard data, for their assertions and the assumptions that they want to place in the model. Up through the hearing on the 15th, they had failed to do so in any meaningful substantive way. At the hearing, the Chair closes public testimony but continues the hearing for the limited purpose of getting a legal opinion from County Counsel.

Then, for reasons that are not known to the public, the Chair reopens public comment starting late last week. Subsequently, like a miracle, the Building and Development Industry who, so far has provided little or no additional data to the staff to even attempt to substantiate their assumptions in their 3 versions for the model, dumps a bunch of documents with more of their own opinions at 11th hour into the record. Coincidence? I think not. The only explanation is that the Council members who wish to adopt the Building and Development Industry's position in whole cloth realized that the record for the BIA requests was just too weak and so the Chair reopened the record in order to give the Building Industry one more chance to make a record. If there is any other explanation, I am all ears.

The galling part is that the Council ***knows*** 1) they intend to go to a final vote this morning and 2) that both Dr. Orjiako and Mr. Alvarez are unavailable to “vet” this “dump” and 3) as far as I can tell, this “dump” has not been provided to the independent non-biased Consultants for them to review and provide the public with an analysis, nor is there likely time for them to do it this morning. To add insult to injury, this comes on the eve of the expiration of the grant money from the Department of Commerce (June 30th), so any further review of this 11th hour “dump”, if it were to happen at all, by staff and the Consultants will come directly out of the general fund.

The bias by the Council towards the Building and Development Industry is stunning.

Just to further “bake in” how much the Council is dead set on usurping the public process, and replacing any and all work by others with the Building and Development Industry “wish list”, all of Building and Development Industry documents have been prominently placed on the Grid as if adopted by the County. In my experience, all of these documents would normally be placed under a general category of “public comment” but here it gives the clear impression that this is the new gospel being adopted by the County.

The irony is, after very quickly reviewing all of what they have submitted, that most of what has been submitted appears to just be reworked and repackaged materials that the Building and Development Industry has been relying on since 2016, only with more “opinions”, and which has been rejected over and over by the County, staff and the Consultants as unsubstantiated since 2016. Yet, again, here it is on the site as fully vetted and adopted by the County without our own experts being able to vet it.

After being in this county for more than 35 years, I cannot say it shocks me that the preferential treatment of the the Building and Development Industry is so openly blatant and, certainly appears to be in stark violation of the public participation resolution passed in 2019 but it is a WOW moment.

Please submit this for the record.

Best,

David T. McDonald  
BLPAC Member

**Rebecca Messinger**

---

**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Monday, June 28, 2021 5:35 PM  
**To:** Rebecca Messinger; Jose Alvarez; Eileen Quiring O'Brien; Gary Medvigy; Karen Bowerman; Julie Olson; Temple Lentz; Kathleen Otto  
**Subject:** Missing testimony in in the 6-29-21 public record of the Vacant Buildable Lands Model Council Hearing

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To All Councilors and Staff,

Clark County Citizens United, Inc. has submitted numerous testimony items into the public record for the VBLM process. CCCU notes the hearing date record claims to be current as of 6-29-21. But numerous testimony items from CCCU are missing from that information. We ask whoever is responsible, to assure that CCCU testimony is in the record, to assure it can be considered by the Council and the public at the June 29, 2021 Hearing.

Sincerely,

Carol Levanen, Exec. Secretary

Clark County Citizens United, Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

## Program Update

### Background

In 2017, E2SSB 5254 was passed by the state Legislature and constituted the first major revision to the Buildable Lands Review and Evaluation Program [RCW 36.70A.215] since its inception in 1997. In December 2018, the Department of Commerce issued new guidelines for the Buildable Lands Program. These new guidelines will ensure that Clark County's methodology complies with the recent legislative amendments.

Clark County and its cities are launching a review of the guidelines to identify new requirements outlined in the guidelines, gather public feedback, and recommend to council any modifications to the current methodologies, if necessary. Following council approval, the county will run a series of model calibrations, collect permit data through December 2020, and coordinate with cities prior to completing the buildable lands analysis.

## Timeline

Clark County's next Buildable Lands Report is due to Commerce by June 30, 2022, three years prior to the next Comprehensive Plan periodic update in 2025. The graphic below illustrates how the buildable lands analysis fits into the next periodic review.

---

### Project Advisory Committee (PAC)

The PAC's role is to review and recommend modifications to the Buildable Lands Program based on new guidelines from Commerce. Their recommendations will be brought before the public, planning commission and county council for consideration.

### Members and Meeting Information

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#### Public Meetings

**June 29, 2021** - Council Hearing continued from June 15- 10:00 a.m.

Additional information/materials requested by Council:

- Council Resolution Exhibit 1
  - PAC Meeting 7 Memo (Referenced in the Exhibit 1)
- School and Park Lands Presentation
- School and Park Lands Memo with Attachments

### Public Comments

Clark County Citizens United, Inc. P.O. Box 2188 Battle Ground, Washington 98604 E-Mail [cccuinc@yahoo.com](mailto:cccuinc@yahoo.com)



Rebecca Messinger

*Cl'd Comm. Planning Staff*

**From:** Kathleen Otto  
**Sent:** Tuesday, June 29, 2021 8:26 AM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: Stated goals in the Scope of Work for Vacant Buildable Lands Report Grant  
**Attachments:** Clark Co. signed 19-63312-001[26438].pdf



**Kathleen Otto**  
County Manager

564-397-2458



**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Monday, June 28, 2021 5:15 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>  
**Subject:** Stated goals in the Scope of Work for Vacant Buildable Lands Report Grant

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 28, 2021

FOR THE PUBLIC RECORD AND THE BUILDABLE LANDS REPORT RECORD

**Re: Stated goals in the Scope of Work for Vacant Buildable Lands Report Grant**

Dear Councilors;

Clark County Citizens United believes the county has failed to take advantage of the experience and expertise of the citizens that are not only civil engineers, but also serve as members of the Buildable Lands Committee. The Committee was composed of numerous qualified professionals who could have been able to educate and bring forward the explicit data that was required in RCW 36.70.A.215. But very little data was expressed from the members, and very little was asked

for. Only the building industry attempted to relay information information to the rest of the Committee, staff and ECONorthwest. But, most of that expert professional information was ignored.

Members of planning staff and Econorthwest are unable to represent the citizens of Clark County. Local citizens have been willing to provide their expert analysis in the Buildable Lands Report. Without their “citizen” expert input, there is no way for the Board of Councilors to adequately make informed decisions that represent the citizens who elected them. Without a “broad dissemination of information”, concerning expert analysis about what the Board is about to adopt, there is no effective way for the Board to garner feedback from your citizens. Clearly, CCCU does not represent all county citizens, but we have represented thousands since 1993. As an organization that has been actively involved in the development of comprehensive growth plans, we wish to first object to the process that eliminated the rural housing permit data, rural septic and well information. Secondly, because the scope of the work was narrowed from the beginning, there is no logical way for a true county-wide buildable lands evaluation to occur without rural analysis.

Sincerely,

Susan Rasmussen, President

Clark County Citizens United Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

**Stated in Contract Number: 19-63312-001**

Washington State Department of Commerce, 2018 Buildable Lands Grants

**Contract Amount: \$174,000**

**Contract Purpose:** *Funding assistance authorized by the Legislature under Engrossed Substitute Senate Bill 6032, (2018) for county implementation of a review and evaluation program (“Buildable Lands” program), under Chapter 16, Laws of 2017 3<sup>rd</sup> Sp.S., and required under the Growth Management Act (Chapter 36.70A RCW).*

**Commerce;** *defined as the Dept. of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments. . . The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment “A”- Scope of Work and Attachment “B”- Budget.*

**Scope of Work Attachment A**

**Goal 1: Participate in study to help develop Buildable Lands Program Guidance**

**Action: 1. Attend and participate in regular stakeholder**

**Meetings**

**2. Provide additional analysis and information to**

***Consulting team, as requested***

***3. Respond to, and provide input on, topics of  
Discussion***

***Goal 2: Engage cities and other key stakeholders and solicit  
Their input for feedback in both the update of the  
Buildable lands guidance and update of the regional  
Population and employment forecast***

***Goal 3: Collect annual data to the extent necessary to  
Determine achieved development densities and the  
Quality and type of land suitable for development***

***Action(s): Collection of residential development data,  
Including building permits, residential  
Subdivisions, and number of new approved wells  
And septic systems***

Sent from Mail for Windows 10



# Department of Commerce

## **Interagency Agreement with**

Clark County

through

Washington State Department of Commerce  
Local Government Division  
Growth Management Services

**For**

2018 Buildable Lands Grants

**Start date:**

July 1, 2018

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Attachment A, Scope of Work

Attachment B, Budget


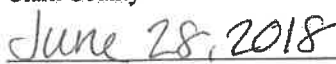
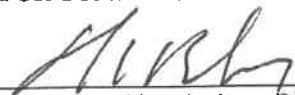
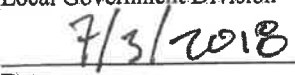


# FACE SHEET

Contract Number: 19-63312-001

## Washington State Department of Commerce Local Government Division Growth Management Services

### 2018 Buildable Lands Grants

<b>1. Contractor</b> Clark County Community Planning P.O. Box 9810 Vancouver, WA 98666-9810		<b>2. Contractor Financial Representative</b> Sonja Wiser Program Assistant 564-397-4558 <a href="mailto:sonja.wiser@clark.wa.gov">sonja.wiser@clark.wa.gov</a>	
<b>3. Contractor Representative</b> Gary Albrecht, Planner III, AICP Clark County Community Planning 564-397-4318 <a href="mailto:gary.albrecht@clark.wa.gov">gary.albrecht@clark.wa.gov</a>		<b>4. COMMERCE Representative</b> Ike Nwankwo Western Region Manager (360) 725-3056 <a href="mailto:ike.nwankwo@commerce.wa.gov">ike.nwankwo@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$174,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2018	<b>8. End Date</b> June 30, 2019
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
		<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003051-02	<b>12. UBI #</b> 065-009-679	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> Funding assistance authorized by the Legislature under Engrossed Substitute Senate Bill 6032 (2018) for county implementation of a review and evaluation program ("Buildable Lands" program), under Chapter 16, Laws of 2017 3 <sup>rd</sup> Sp. S., and required under the Growth Management Act (Chapter 36.70A RCW).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  Kathleen Otto, Deputy County Manager Clark County  Date		<b>FOR COMMERCE</b>  Mark K. Barkley, Assistant Director Local Government Division  Date	
		<b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

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**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred seventy-four thousand dollars (\$174,000)** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment "A" - Scope of Work and Attachment "B" - Budget. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Expenses

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Funds may be utilized for reimbursement of Contractor staff time, reimbursement of city staff time, and consultant work (which may include a private consultant and/or the Whatcom Council of Governments).

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

Ineligible expenses include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **19-63312-001**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE shall withhold 10 percent from each payment until acceptance by COMMERCE of the deliverable received for that payment request.

**SPECIAL TERMS AND CONDITIONS  
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Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**4. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**5. INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Government Contractors that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the

**SPECIAL TERMS AND CONDITIONS  
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Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

**3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**7. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**9. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.



**GENERAL TERMS AND CONDITIONS  
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STATE FUNDS**

**10. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**11. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.



**GENERAL TERMS AND CONDITIONS  
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STATE FUNDS**

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**12. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**13. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**14. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against, all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any Subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**15. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**16. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**17. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**18. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**19. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

**20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law; regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**21. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**22. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**23. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**24. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**25. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**26. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**27. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**28. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**29. SITE SECURITY**

While on COMMERCE premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**30. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**31. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**32. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**33. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**34. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**35. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**36. TREATMENT OF ASSETS**

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**37. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## Scope of Work

GOALS / TASKS / DELIVERABLES	DESCRIPTION	END DATE
<b>Goal 1</b>	<b>Participate in study to help develop Buildable Lands Program Guidance.</b>	
Action(s)	<ol style="list-style-type: none"> <li>1. Attend and participate in regular stakeholder meetings</li> <li>2. Provide additional analysis and information to consulting team, as requested</li> <li>3. Respond to, and provide input on, topics of discussion</li> </ol>	June 30, 2019
Deliverable(s)	Memo providing responses and input on topics of discussion.	June 30, 2019
<b>Goal 2</b>	<b>Engage cities and other key stakeholders, and solicit their input for feedback in both the update of the buildable lands guidance and update of the regional population and employment forecast.</b>	
Action(s)	Conduct up to three stakeholder meetings	June 30, 2019
Deliverable(s)	Memo discussing summary notes of stakeholder meetings.	June 30, 2019
<b>Goal 3</b>	<b>Collect annual data to the extent necessary to determine achieved development densities and the quality and type of land suitable for development.</b>	
Action(s)	<ol style="list-style-type: none"> <li>1. Coordination with cities</li> <li>2. Collection of residential development data, including building permits, residential subdivisions, and number of new approved wells and septic systems</li> <li>3. Collection of commercial and industrial development data</li> <li>4. Collection of land use data</li> <li>5. Collection and geocoding of employment data.</li> </ol>	June 30, 2019
Deliverable(s)	Draft report of residential, commercial, and industrial data.	June 30, 2019
<b>Goal 4</b>	<b>Continuation of update of the regional population and employment forecast.</b>	
Action(s)	<ol style="list-style-type: none"> <li>1. Update the land capacity analysis</li> <li>2. Update population estimates</li> <li>3. Update employment estimates</li> </ol>	June 30, 2019
Deliverable(s)	Draft land capacity report.	June 30, 2019

<b>GOALS / TASKS / DELIVERABLES</b>	<b>DESCRIPTION</b>	<b>END DATE</b>
<b>Goal 5</b>	<b>Begin research and data collection on key Buildable Lands issues</b>	
Actions(s)	As clarity is developed through the consultant study, begin data collection and/or research on new topics such as market studies, infrastructure, housing affordability, commercial development needs, or market factors to inform upcoming buildable lands report.	June 30, 2019
Deliverable(s)	Draft report of data on new topics required by legislation.	June 30, 2019
<b>Goal 6</b>	<b>Incorporate updated Buildable Lands guidance into Clark County's Buildable Lands methodology</b>	
Action(s)	Review the updated State Buildable Lands Guidance, and update Clark County's Buildable Lands methodology as appropriate. Involve key stakeholders in the update.	June 30, 2019
Deliverable(s)	Draft report discussing updated vacant and buildable lands model if needed.	June 30, 2019
<b>Goal 7: Project Management</b>	<ol style="list-style-type: none"> <li>1. Submit monthly invoices to Commerce</li> <li>2. Submit status reports as required</li> </ol>	<p>Ongoing (Copies to Commerce, when signed)</p> <p>Ongoing</p>



## Budget

<b>TASK OR DELIVERABLE</b>	<b>GRANT AMOUNT</b>
<b>Goal 1:</b> Participate in study to help develop Buildable Lands Program Guidance.	\$24,857.14
<b>Goal 2:</b> Engage cities and other key stakeholders, and solicit their input for feedback in both the update of the buildable lands guidance and update of the regional population and employment forecast.	\$24,857.14
<b>Goal 3:</b> Collect annual data to the extent necessary to determine achieved development densities and the quality and type of land suitable for development.	\$24,857.14
<b>Goal 4:</b> Continuation of update of the regional population and employment forecast.	\$24,857.14
<b>Goal 5:</b> Begin research and data collection on key Buildable Lands issues	\$24,857.14
<b>Goal 6:</b> Incorporate updated Buildable Lands guidance into Clark County's Buildable Lands methodology	\$24,857.14
<b>Project management</b>	\$24,857.14
<b>TOTAL:</b>	<b>\$174,000</b>

CC'd: Comm. Planning Staff

**Rebecca Messinger**

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**From:** Kathleen Otto  
**Sent:** Tuesday, June 29, 2021 8:27 AM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: Deliverables stated in Contract with Dept. of Commerce  
**Attachments:** Clark Co BL 20-63312-001 signed[26439].pdf



**Kathleen Otto**  
County Manager

564-397-2458



---

**From:** Clark County Citizens United, Inc. <cccuinc@yahoo.com>  
**Sent:** Monday, June 28, 2021 5:02 PM  
**To:** Eileen Quiring O'Brien <Eileen.QuiringOBrien@clark.wa.gov>; Gary Medvigy <Gary.Medvigy@clark.wa.gov>; Karen Bowerman <Karen.Bowerman@clark.wa.gov>; Julie Olson <Julie.Olson2@clark.wa.gov>; Temple Lentz <Temple.Lentz@clark.wa.gov>; Kathleen Otto <Kathleen.Otto@clark.wa.gov>  
**Subject:** Fw: Deliverables stated in Contract with Dept. of Commerce

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clark County Council  
P.O. Box 5000  
Vancouver, Washington 98666

June 28, 2021

FOR THE PUBLIC RECORD, AND THE PUBLIC RECORD OF THE BUILDABLE LANDS REPORT

Dear Councilors;

Re: Washington State Department of Commerce, Local Government Division, Growth Management Services, 2019-21 Buildable Lands Grants - Start Date: July 2, 2019 **Contract Number 20-633120-001**

Clark County Citizens United, Inc. membership is bringing forward certain contractual stipulations that remain unfulfilled in Contract # 20-633120-001, as of June 28, 2021. Neither the county or the contractor have provided collections of residential development data, including building permits and numbers of new approved wells and septic systems.

These are stated action items under Task 5, Attachment A of Contract 20-633120-001. Attachment A is the scope of work in the above contract. The county agreed to this work in accepting the state grant of \$349,000.

This collection of data, particularly regarding residential building permits, new wells and septic systems, is essential to the PAC's work. It's necessary the county present this data not only because the county has a contractual agreement, but because it enables critical analysis to move forward. That analysis is essential as it informs everyone how well the rural areas are able to accommodate the 10% population allotment.

According to the Budget, Attachment B, Clark County is being paid a total of \$349,000. Certain budgeted items are dedicated;

\$34,000. for Project Management

\$20,000. for VBLM data collection on key buildable lands issues

\$95,000. to prepare the draft Buildable Lands Report.

In order for this contract to be fulfilled, the county must require the responsible parties to provide this factual data.

Sincerely,

Susan Rasmussen, President

Clark County Citizens United, Inc.  
P.O. Box 2188  
Battle Ground, Washington 98604

*FACE SHEET, Wa. State Dept. of Commerce*

**Contract Number: 20-633120-001**

**Contractor:** Clark County Community Planning

**Start Date:** 7/1/2019 **End Date:** 6/30/2021

**Contract Amount:** \$349,000.

**Contract Purpose:** *Funding assistance for the review and evaluation program (Buildable Lands program), and to implement chapter 16, Laws of 2017 3<sup>rd</sup> sp. sess. (E2SSB 5254), under the Growth Management Act (Chapter 36.70A.RCW).*

**Signing Statement:** *Commerce, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A"- Scope of Work and Attachment "B" – Budget.*

**Scope of Work, Attachment A**

**Task 5** *Prepare draft Buildable Lands Program Report.* 6/30/2021

**Action(s)** *1. Collection of residential development data, including*

*Building permits, residential subdivisions, and*

*Number of new approved wells and septic systems.*

*5. Revise and update the Buildable Lands Program*

*Report, June 2015 to include adopted PAC*

*recommendations and counties' review, evaluation*

*and potential reasonable measures related to*

*housing affordability.*

6/30/2021

**Task 6:** *Engage cities and other key stakeholders and solicit*

*Their input and feedback on the draft report* 6/30/2021

**Action(s):** *1: Solicit draft report*

6/30/2021

*2: Conduct up to three stakeholder meetings*

*3. Incorporate feedback and revise as necessary*

**Deliverable:** *Memorandum discussing summary notes of*

*stakeholder meetings.*

6/30/2021



# Department of Commerce

## **Interagency Agreement with**

Clark County

through

Washington State Department of Commerce  
Local Government Division  
Growth Management services

## **For**

2019-21 Buildable Lands Grants

## **Start date:**

July 1, 2019

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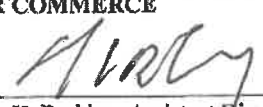
Attachment A, Scope of Work

Attachment B, Budget

# FACE SHEET

Contract Number: 20-633120-001

Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
2019-21 Buildable Lands Grants

<b>1. Contractor</b> Clark County Community Planning P.O. Box 9810 Vancouver, WA 98666-9810		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Jose Alvarez, Planner III Clark County Community Planning (564) 397-2280 <a href="mailto:jose.alvarez@clark.wa.gov">jose.alvarez@clark.wa.gov</a>		<b>4. COMMERCE Representative</b> Valerie Smith Senior Planner (360) 725-3062 <a href="mailto:valerie.smith@commerce.wa.gov">valerie.smith@commerce.wa.gov</a> PO Box 42525 Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$349,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2019	<b>8. End Date</b> June 30, 2021
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003051-02	<b>12. UBI #</b> 065-009-679	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> Funding assistance for the review and evaluation program (Buildable Lands program), and to implement chapter 16, Laws of 2017 3rd sp. sess. (E2SSB 5254), under the Growth Management Act (Chapter 36.70A RCW).			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget			
<b>FOR CONTRACTOR</b>  Shawn Hennessee, County Manager  11-12-19 Date		<b>FOR COMMERCE</b>  Mark K. Barkley, Assistant Director  4/13/2019 Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed three hundred forty-nine thousand dollars (\$349,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63312-001. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

State Fiscal Year Payments

COMMERCE will reimburse Contract a maximum of \$174,500 for State Fiscal Year 2020 (July 1, 2019 - June 30, 2020) and a maximum of \$174,500 for State Fiscal Year 2021 (July 1, 2020 - June 30, 2021).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

Tasks / Actions / Deliverables	Description	End Date
<b>Task 1</b>	Continue VBLM data collection on key buildable lands issues and Seek a consultant with technical expertise in the Growth Management Act (GMA).	<b>June 30, 2020</b>
Action(s)	<ol style="list-style-type: none"> <li>1. Submit Request for Proposal for professional, technical and expert services;</li> <li>2. Proposal Review/Evaluation Period;</li> <li>3. Interviews/Demonstration;</li> <li>4. Selection Committee Recommendation; and</li> <li>5. Contract Negotiation/Execution.</li> <li>6. Buildable lands monitoring.</li> </ol>	<b>June 30, 2020</b>
Deliverable(s)	Consultant hired to meet Task 1 description. Memo discussing buildable lands monitoring.	<b>June 30, 2020</b>
<b>Task 2</b>	VBLM Review.	<b>June 30, 2020</b>
Action(s)	<ol style="list-style-type: none"> <li>1. Clark County's Buildable Lands methodology, VBLM methodology, Issue Paper I and compare with Washington State Department of Commerce 2018 Buildable Lands Guidelines;</li> <li>2. Employment density methodology, refine the approach and conduct a new employment density survey for Clark County;</li> <li>3. How market factor (never to convert deductions) methodology are used in the VBLM;</li> <li>4. Methodology to estimate population capacity base on comp plan density target compared with actual zoning density ranges;</li> <li>5. Methodology of collecting building permit data from individual jurisdictions compared with using the assessor's building data; and</li> <li>6. Urban Holding Overlay planning tool used to phase development in relationship to the new infrastructure gap requirement.</li> <li>7. Collection of land use data and employment data.</li> </ol>	<b>June 30, 2020</b>



Deliverable(s)	Individual reports (items 1-6) of proposed revisions to methodologies and procedures, and any needed technical memoranda supporting such changes.	June 30, 2020
<b>Task 3</b>	Continuation of VBLM review, and coordinate buildable lands review with consultant, Project Advisory Committee (PAC) and stakeholders.	June 30, 2020
Action (s)	<ol style="list-style-type: none"> <li>1. Appoint committee;</li> <li>2. Create scope of work;</li> <li>3. Design a consensus based PAC process;</li> <li>4. Consultant to facilitate PAC meetings and provide ongoing process support;</li> <li>5. Consultant to prepare meeting materials including agendas and summary notes of each meeting to be posted on the County web page;</li> <li>6. Coordinate with GIS on VBLM runs based on draft PAC recommendation;</li> <li>7. Prepare a final report and presentation on the PAC recommendations at Council hearing; and</li> <li>8. Coordinate with GIS on VBLM runs based on draft PAC recommendation.</li> <li>9. Collect annual data to the extent necessary to determine achieved developed densities and the quality and type of land suitable for development.</li> <li>10. Conduct up to three stakeholder meetings.</li> </ol>	June 30, 2020
Deliverable (s)	<ol style="list-style-type: none"> <li>1. PAC meeting materials (agendas and summary materials from each meeting);</li> <li>2. PAC protocols;</li> <li>3. PAC scope of work;</li> <li>4. Summary report and presentation of deliverables in Task 2 to PAC;</li> <li>5. Direction to proceed with scope of work for PAC;</li> <li>6. Draft report on the PAC recommendations and presentation to Council at work session; and</li> <li>7. Final report on the PAC recommendations and presentation to Council at hearing.</li> <li>8. Memorandum discussing summary notes of stakeholder meetings.</li> </ol>	June 30, 2020
<b>Task 4</b>	Project Management.	June 30, 2020

Action (s)	1. Submit invoices. 2. Submit status reports as required.	June 30, 2020
Deliverable (s)	Submit invoices to Commerce and status reports as needed.	June 30, 2020
<b>Task 5</b>	Prepare draft Buildable Lands Program Report.	June 30, 2021
Action(s)	1. Collection of residential development data, including building permits, residential subdivisions, and number of new approved wells and septic systems; 2. Collection of non-residential permits; 3. Collection and geocoding of employment data; 4. Coordinate with GIS on VBLM runs/calibration to implement adopted VBLM changes for Buildable Lands Program Report due June 30, 2021; and 5. Revise and update the Buildable Lands Program Report, June 2015 to include adopted PAC recommendations and counties' review, evaluation and potential reasonable measures related to housing affordability.	June 30, 2021
Deliverable(s)	Draft Buildable Lands Program Report.	June 30, 2021
<b>Task 6</b>	Engage cities and other key stakeholders and solicit their input and feedback on the draft report.	June 30, 2021
Action	1. Solicit draft report. 2. Conduct up to three stakeholder meetings. 3. Incorporate feedback and revise as necessary.	June 30, 2021
Deliverable	Memorandum discussing summary notes of stakeholder meetings.	June 30, 2021
<b>Task 7</b>	Buildable Lands Program Report adoption.	June 30, 2021
Action(s)	Draft Buildable Lands Program Report and presentation to Planning Commission at work session and hearing.	June 30, 2021
	Draft Buildable Lands Program Report and presentation to Council at work session and hearing.	June 30, 2021
Deliverable(s)	Final Buildable Lands Program Report.	June 30, 2021

**Attachment A**

<b>Task 8</b>	Project Management.	<b>June 30, 2021</b>
Action (s)	Project status reports, invoicing and closeout	Ongoing
Deliverable (s)	<ol style="list-style-type: none"> <li>1. Submit invoices.</li> <li>2. Submit quarterly status reports.</li> </ol>	<p>Ongoing</p> <p>November 10, 2019 January 10, 2020 April 10, 2020 July 10, 2020 October 10, 2020 January 10, 2021 April 10, 2021</p>
	<ol style="list-style-type: none"> <li>3. Final closeout report.</li> </ol>	<p>June 30, 2021</p>

## Budget

Task	Amount
1. Continue VBLM data collection on key buildable lands issues and Seek a consultant with technical expertise in the Growth Management Act (GMA).	\$20,000
2. VBLM Review.	\$74,000
3. Continuation of VBLM review, and coordinate buildable lands review with consultant and the Project Advisory Committee (PAC).	\$63,050
4. Project Management.	\$17,450
5. Prepare draft Buildable Lands Report.	\$95,000
6. Engage cities and other key stakeholders and solicit their input and feedback on the draft report.	\$10,000
7. Buildable Lands Report adoption.	\$52,050
8. Project Management.	\$17,450
<b>TOTAL</b>	<b>\$349,000</b>

cc'd: Council  
Jacqui Kamp, Jose Alvarez,

Rebecca Messinger

From: webmaster@clark.wa.gov on behalf of Clark County <webmaster@clark.wa.gov>  
Sent: Tuesday, June 29, 2021 10:56 AM  
To: publiccomment  
Subject: Council Hearing Public Comment

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# Clark County

Submitted on Tue, 06/29/2021 - 10:55 AM

**Name**

susan rasmussen

**Phone Number**

360-6085421

**Email Address**

sprazz@outlook.com

**Subject**

buildable lands testimony

**Date of Hearing**

Tue, 06/29/2021

**Comment**

At the kick off worksession for the Buildable Lands Report, October 2, 2019, titled Innovative Housing, Dr. Orjiako made the statement; The question is, can these children come back after graduating college, if they can afford it, can these kids come back here and live here with jobs. This is a poignant statement and most certainly should apply to all children, urban & rural. Because the analysis for the buildable lands report lacks work evaluating rural and resource lands, this puts an undue penalty on those citizens and impacts their children's ability to pursue the American Dream in the rural communities in which they were raised. The lack of detail and analysis devoted to this segment of the population is astounding. Housing is most definitely a regional issue. The Buildable Lands Evaluation should reflect the county-wide needs.

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If there are any questions or concerns regarding this email, please contact the Web Team.



June 29, 2021

Chair Eileen Quiring O'Brien  
Clark County Council  
PO Box 5000  
Vancouver, WA 98666-5000

**RE: 6/29/21 Vacant Buildable Lands Model Hearing**

Dear Chair Quiring O'Brien and County Councilors,

The Columbia River Economic Development Council (CREDC) appreciates the opportunity to submit written testimony regarding the Vacant Buildable Lands Model proposal before Council. Serving as the state-designated Associate Development Organization (ADO) for Clark County, CREDC is a public-private partnership of over 150 investors and strategic partners working together to advance the economic vitality of the community through business growth and innovation. In 2017, this network of partners adopted a vision for Clark County to be recognized as one of the most inclusive, healthy, and amenity-rich communities in the country. To achieve this vision, CREDC works to implement key strategic goals that drive business growth with existing companies and recruit community-minded companies across five key sectors—Computers and Electronics, Metals and Machinery, Software, Life Sciences and Clean Tech.

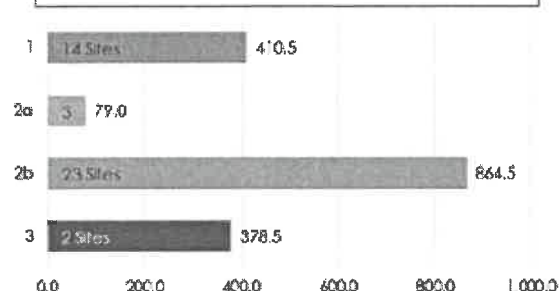
One of our key CREDC initiatives is facilitating the advancement of the 5-year Clark County Comprehensive Economic Development Strategy (2018-2023). This Strategy outlines top-level metrics including *Objective 3.4: Make Employment Areas Desired by Industry Clusters Shovel Ready*. CREDC's Lands for Jobs committee works to fulfill this objective, in part through the comprehensive review of shovel ready sites informed by local stakeholders and land evaluation experts. We define shovel-ready industrial sites as parcels, greater than 20 acres--unique or contiguous --which have adequate infrastructure and can accommodate an employment use within a short a timeframe. CREDC's most recent Employment Lands study showed that this inventory of industrial sites shrunk to 42 sites (from 56 in 2016), with the total gross acreage of these lands declining from 3,950 acres to 3,250 acres. Moreover, many of these sites are subject to lengthy development timelines owing to lack of infrastructure. The classification of sites as Tier 2b or higher signals a shovel ready timeline of 13-30 months.

**Tier Definition**

The sites were then assigned to tiers that described the time required to make the sites ready for new development, as follows:

- **Tier 1:** 6 months or less
- **Tier 2a:** 7-12 months
- **Tier 2b:** 13-30 months.
- **Tier 3:** more than 30 months.

**Exhibit ES1. Distribution of Sites by Tier in Net Buildable Acres, 2019**



On March 26, 2021, CREDC submitted a letter to the Clark County Council recommending careful consideration of the issues presented by the proposed updates to the Vacant Buildable Land Model, as these could lead to a loss of employment land in the County's overall supply. We are concerned that the present proposed model under evaluation by the County does not account adequately for land needed for public infrastructure (schools, parks), which creates subsequent additional pressure on employment lands. Indeed, in an analysis of school land acquisitions by land type presented by Bob Pool, Clark County GIS manager, industrial land represented the most acquired land type for these public-use purposes.

Additionally, in alignment with strategic goal 3.3: *CREDC Tells the Story of Place*, CREDC acknowledges the extent to which adoption of the next VBLM impacts placemaking efforts and the residential marketplace—key drivers for successful long-term employee retention.

Clark County is rapidly growing community, and our many amenities demonstrate a sound investment in our future. It is important that we plan for growth responsibly, and that should include accounting for the demand created by vital community needs. Maintaining a balanced supply of employment land complements strategic efforts to grow and recruit businesses to the region. To ensure a balanced inventory of employment land in the County's overall supply, we encourage Clark County to consider how the proposed Vacant Buildable Lands Model to be adopted will impact employment land inventory in the years to come.

Sincerely,



Jennifer Baker  
President, CREDC

Rebecca Messinger

cc'd: Council  
Comm. Planning

**From:** webmaster@clark.wa.gov on behalf of Clark County <webmaster@clark.wa.gov>  
**Sent:** Tuesday, June 29, 2021 12:38 PM  
**To:** publiccomment  
**Subject:** Council Hearing Public Comment

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# Clark County

Submitted on Tue, 06/29/2021 - 12:37 PM

**Name**

Jim Byrne

**Phone Number**

3608873076

**Email Address**

byrnejim7@gmail.com

**Subject**

buildable lands

**Date of Hearing**

Tue, 06/29/2021

**Comment**

Councilors,

I want to tell you how disappointed I am with the two year buildable lands process. Councilors set up a process and workgroup, hired a consultant, developed a workable model, disregarded results and data from the model and then chose to adopt the wishes of the BIA, only one group of constituents present on the buildable lands workgroup. Workgroup members other than BIA remain frustrated and cry foul.

The county has violated all rules regarding public process. The initial vote was taken in a non-public hearing that occurred without public notice. Three councilors have determined to adopt the development community's (BIA) requests. This casts doubt on the process by giving undue influence to a single sector to direct the process at the last minute, in a nonpublic manner. BIA should not be given this level of clout at the end of a long drawn out process. There are flaws within their data.

You had better be able to prove councilors and staff gave due diligence to understanding the process, and are fully



aware of all data; and how conclusions were determined from that data. What little public record is available; indicates staff, and the public are questioning your conclusions, particularly in light of the lack of due process. You best be able to defend your decision before the Western Washington Growth Management Hearings Board.

Sincerely,  
James Byrne

---

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If there are any questions or concerns regarding this email, please contact the [Web Team](#).

cc'd: Council  
Comm. Planning

Rebecca Messinger

---

**From:** Kathleen Otto  
**Sent:** Tuesday, June 29, 2021 1:54 PM  
**To:** Tina Redline; Rebecca Messinger  
**Subject:** FW: Fw: Building Industry Coalition: VBLM Recommendations with Supporting Evidence



**Kathleen Otto**  
County Manager

564-397-2458



---

**From:** Temple Lentz <Temple.Lentz@clark.wa.gov>  
**Sent:** Tuesday, June 29, 2021 1:30 PM  
**To:** Bob Parker <parker@econw.com>; hewitt@econw.com  
**Cc:** Kathleen Otto <Kathleen.Otto@clark.wa.gov>; Oliver Orjiako <Oliver.Orjiako@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>; Jacqui Kamp <Jacqui.Kamp@clark.wa.gov>; Sonja Wiser <Sonja.Wiser@clark.wa.gov>  
**Subject:** Re: Fw: Building Industry Coalition: VBLM Recommendations with Supporting Evidence

Thanks Bob. I appreciate you taking the time to reply.

Sonja/staff, since this email came in before the record for this hearing was closed, I would like to be sure it is added to the record for this hearing.

Thanks.  
-Temple

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**From:** Bob Parker <parker@econw.com>  
**Sent:** Monday, June 28, 2021 5:26 PM  
**To:** Temple Lentz <Temple.Lentz@clark.wa.gov>; hewitt@econw.com <hewitt@econw.com>  
**Cc:** Kathleen Otto <Kathleen.Otto@clark.wa.gov>; Christine Cook <Christine.Cook@clark.wa.gov>; Oliver Orjiako <Oliver.Orjiako@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>; Bob Pool <ROBERT.POOL@clark.wa.gov>; Jacqui Kamp <Jacqui.Kamp@clark.wa.gov>  
**Subject:** Re: Fw: Building Industry Coalition: VBLM Recommendations with Supporting Evidence

Dear Councilor Lentz,

Unfortunately, we do not have time or direction from staff (who, as you noted, are out of the office this week) to review and respond to the new materials in detail by tomorrow. Becky and I did take a brief look at the materials and it appears that much of what's in the new memos from the BIA was previously shared with and considered by the BLPAC and the project team. We would also note that, having seen the results presented by Bob Pool in the June 15, 2021 Council

hearing for the scenario that incorporated the park and school set-asides proposed by the BIA, we have some concerns about the total number of acres that would be deducted using that methodology.

Should you succeed in having the hearing continued, we will seek direction from staff upon their return on whether any additional input from the consultant team is needed.

Sincerely,

-Bob

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Robert Parker, AICP  
Senior Project Director

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Portland | Seattle | Eugene | Boise

On 6/28/21 2:16 PM, Temple Lentz wrote:

Hi Becky and Bob (with county staff cc'd)--

I know that I as a councilor do not direct your work on the Clark County VBLM, and so I recognize that you may be at or near the end of the work agreed to by contract. But, with most county planning staff away, I am forwarding to see if you might be able to respond to this poorly-timed info-dump from the homebuilders lobby.

As you know, our VBLM hearing was continued to tomorrow. The record, which was previously closed, was re-opened by the chair last week, presumably to accommodate an info dump this morning at 10am, barely 24 hours before the continued hearing.

Would/do you have the ability to respond to this before tomorrow's hearing? If not, can you please explain why in a return email? I am hoping we will continue the hearing again so staff and consultant have time to review, but doubtful the majority of council will feel the same way.

I appreciate your time,  
-Temple Lentz

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**From:** Justin Wood <[Justin@biaofclarkcounty.org](mailto:Justin@biaofclarkcounty.org)>  
**Sent:** Monday, June 28, 2021 9:56 AM  
**To:** Gary Medvigy <[Gary.Medvigy@clark.wa.gov](mailto:Gary.Medvigy@clark.wa.gov)>; Karen Bowerman <[Karen.Bowerman@clark.wa.gov](mailto:Karen.Bowerman@clark.wa.gov)>; Eileen Quiring O'Brien <[Eileen.QuiringOBrien@clark.wa.gov](mailto:Eileen.QuiringOBrien@clark.wa.gov)>; Temple Lentz <[Temple.Lentz@clark.wa.gov](mailto:Temple.Lentz@clark.wa.gov)>; Julie Olson <[Julie.Olson2@clark.wa.gov](mailto:Julie.Olson2@clark.wa.gov)>  
**Cc:** Kathleen Otto <[Kathleen.Otto@clark.wa.gov](mailto:Kathleen.Otto@clark.wa.gov)>; Rebecca Messinger <[Rebecca.Messinger@clark.wa.gov](mailto:Rebecca.Messinger@clark.wa.gov)>  
**Subject:** Building Industry Coalition: VBLM Recommendations with Supporting Evidence

**CAUTION:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair and County Councilors,

Please submit the following documents for public record, which justify our VBLM recommendations. The following word documents explain our positions on line items 19-23, displayed in Council Resolution exhibit 1. The supporting PDF documents provide evidence for our recommendations, cited in the above mentioned word documents.

If you have any questions please don't hesitate to ask.

**Justin Wood | Government Affairs Coordinator**  
**BIA of Clark County - a Top 30 NAHB Association**  
*Protecting and promoting the building industry.*

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